

1906-036 Chancery Causes: John D. Morgan to vs. Henry T. Ferguson &  
Lee Co. Va.

054  
Folder 10/2

Powells Valley Bank, Newberry, Delp, Shuffelbarger, Hickam,  
Hyatt, Keys, Minor, Gilbert, Glass, Elkins, Ball, Pennington, Venable

CA-Debt

T-Property

-Deed



To the Hon H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining, your orators, John D. Morgan, Henry J. Morgan, Mae E. Morgan and the Powell's Valley Bank, <sup>an incorporation</sup> would respectfully represent and show unto your honor as follows:

That on the 18th day of November, 1903, H.T. Ferguson and Mollie J. Ferguson, being indebted to your orator John D. Morgan for borrowed money, executed their note to him for the sum of \$300.00, which said note is in the following words and figures, to wit:

\$300.

One day after date I bind myself, heirs &c, to pay John D. Morgan, Three Hundred dollars for value received, and I waive the benefit of my homestead exemption as to this debt. Witness my hand and seal the 18th day of Nov. 1903,

H.T. Ferguson, Seal.

Mollie J. Ferguson Seal.

That on the 10th day of June, 1903, H.T. Ferguson and Mollie J. Ferguson, being indebted to your orator Henry J. Morgan, for borrowed money, executed their note to him for the sum of \$200.00, which note is in the following words and figures to wit:

\$200.00

Jonesville, Va. June 10, 1903.

One day after date we promise to pay to the order of Henry J. Morgan, Two Hundred Dollars. Negotiable and payable at the Powell's Valley Bank, Jonesville, Va., for value received, and we waive the benefit of our homestead exemptions as to the debt evidenced by this note. Given under our hands the date above written.

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H.T. Ferguson,

Mollie J. Ferguson.

That on the 1st day of December, 1903, H.T. Ferguson being indebted to J.B. Shufflebarger in the sum of \$75.00, executed his note to him for said sum of money, due Dec. 1, 1903, which said note the said J.B. Shufflebarger endorsed, for value received to the said Plaintiff, Mae E. Morgan.

That On the 15th day of Aug. 1904, the said H.T. Ferguson, for value received executed his negotiable note to the Powell's Valley Bank, for the sum of \$325.00, due and payable 90 days after date, (Nov. 13. 1904), which said note is in the following words and figures to wit:

\$325.00

Jonesville, Va. Aug 15, 1904.

Ninety days after date I promise to pay to the order of the Powell's Valley Bank, Three Hundred and Twenty Five Dollars.



Negotiable and payable at the Powell's Valley Bank, Jonesville, Va., for value received, and I waive the benefit of my homestead exemption as to the debt evidenced by this note.

Given under my hand the date above written.

The undersigned principals and endorsers, sureties and guarantors, hereby waive presentment for payment, demand, protest and notice of protest or non payment of this note and diligence in bringing suit against any party ~~thereto~~ thereto, and agree that time of payment may be extended without notice or other consent and without affecting their liability, and agree that if suit is brought thereon, or if placed in the hands of an attorney for collection, to pay 10 % attorney's fees, which shall be added to and become a part of the ~~xxx~~ judgement.

H.T. Ferguson.

That on the 16th day of December, 1903, Tiler Delp executed his negotiable note to Wm Horton, and the said Wm Horton, before ~~his~~ the same became payable, for value received, endorsed the said ~~the~~ note to the said H.T. Ferguson, and the said H.T. Ferguson, before the said note became due endorsed said note to the Powell's Valley Bank. Said note is in the following words and figures to wit:

\$50.

Dec. 16, 1903.

Twelve months after date I promise to pay to Wm Horton or order, without offset, Fifty Dollars, with interest from date. Value received. The drawer and endorser of this note hereby waive the benefit of my homestead exemption as to this debt.

Tiler Delp.

Your orators would further represent and show unto your honor that all of said sums of money as aforesaid are each and every one of them still due, owing and unpaid, and that none of them have been paid, or any part thereof, except that the note made payable to and owing your orator the said H.J. Morgan, the interest on that note has been paid down to the 10th day of October, 1904, and said plaintiff only claims interest thereon from that date, and except also there has been paid on the note of \$325.00 due your orator the said Powell's Valley Bank, the sum of \$10.00 as of Nov. 14, 1904. And the said Powell's Valley Bank avers that said note was not paid at maturity, that the same was placed in the hands of attorneys for collection and this suit brought thereon, and that there is due thereon, according to the said terms of said note the further sum of \$32.50, the attorneys fees provided.



Your orators would further represent and show unto your honor that on the 7th day of November, 1904, the said Henry T. Ferguson made a conveyance of all or nearly all his real estate to his wife Mollie J. Ferguson and his step-son, Palmer J. Newberry, with the intent to hinder, delay and defraud his creditors, which conveyance consisted of a very valuable tract of land, situated on Walden's Creek, containing about 100 acres, and is more particularly described in the said deed which is here filed as party of this bill as exhibit "(Z)". Your orators also allege and will show unto your honor, that the said deed, beside being made with the intent to hinder, delay and defraud the creditors of the said H.T. Ferguson, was also voluntary, and without consideration, although there is recited on the face of the deed a consideration of \$1000, not one cent of that amount was paid. Your orators also allege that the said Palmer J. Newberry and said Mollie J. Ferguson were not purchasers for valuable consideration, but were parties in and had notice of the fraud that was being perpetrated upon the creditors of the said H.T. Ferguson.

The premises considered your orators are advised that the said deed and said conveyance made by said Ferguson as aforesaid is void, and your orators have the right to have said deed set aside and declared null and void as to your orators said debts. Your orators also allege that under section 2460 of the code they have filed the lis-pendens required by that section and had the same docketed and recorded in the office of the County Clerk of the County of Lee in the Deed books, as will be seen from said paper here exhibited <sup>with</sup> this bill as exhibit (X) and asked to be taken as part thereof. Your orators will further show unto your orator that the said Palmer J. Newberry is an infant under the age of 21 years.

The prayer therefore of your orators is that the said H.T. Ferguson, Palmer J. Newberry, Mollie J. Ferguson, J.B. Shufflebarger, & Tyler Delp be made parties defendant to this bill of complaint and be required to answer the same but not under oath, that being expressly waived, that the said deed as aforesaid be vacated, annulled and set aside as to said debts of

~~and the said parties be held to answer the same and the costs of this bill be paid by the said parties and the said deed be set aside and annulled and the said parties be held to answer the same and the costs of this bill be paid by the said parties~~



said complainants, and said property adjudged to be the property of the said H.T. Ferguson, and that your orators debts be decreed to be a lien upon said property from the date of the filing of the said lis pendens, which was on the 18th day of Nove. 1904, as will be seen from said lis-pendens, and that upon a hearing a decree be rendered giving your orators a lien upon said property from said date, last aforesaid, and that said property be sold to pay said liens and the costs of this suit. And may all other, furthur and general relief be granted your orators that the nature of their cause and good conscience requires and they will ever pray &c.

Remington Bros P.Q.



John D. Morgan et al

vs. Bice in Chancery

Henry F. Furgerson et al

1904 1st Dec. Rules

Bill filed Sp. 4.  
scuted & D. N.

" 2nd Dec Rules

D. N. confirmed  
& cause set for  
hearing.

Costs:

Sp. 4. \$ 5.00

Clerk \$ 14.50

Sheriff \$ 4.50

Constable 2.00

Tax 1.50

Atty. 15.00

\$ 42.50

Pennington & Garva

ATTORNEYS AT LAW

JONESVILLE AND PENNINGTON GARVA.



To the Hon.H.A.W.Skeen,judge of the Circuit Court for Lee County:

The petition of W.S.Hickam and A.G.Hyatt,Cashier,filed in the Chancery cause of J.D.Morgan et al, vs H.T.Ferguson,et al, pending in the Circuit Court for Lee County:

Humbly complaining your petitioners,W.S.Hickam and A.G.Hyatt would respectfully represent and show unto your honor as follows:

That on the 18th day of November 1904,John D.Morgan et al filed their bill in chancery against H.T.Ferguson and others,the general object of which was to have set aside and declared void a certain deed made by H.T.Ferguson to Mollie J.Ferguson and Palmer J.Newberry,which was dated the 7th day of November,1904,and conveyed a very valuble tract of land situated on Wallens Creek, Lee County,because said deed was voluntary and without consideration, and other reasons there stated. And your petitioners here allege that said allegations in said original bill are true,and they here adopt the same as the allegations of this petition.

That on the 23rd day of September,1904,the said H.T.Ferguson executed his note payable to L.A.Hamilton for the sum of \$206.75, due and payable Sept.23,1905,( or 12 months after date) with your said petition<sup>r</sup>,said W.S.Hickam as his surety,which said note was transfered and assigned to your petitioner the said A.G. Hyatt cashier,by the said L.A.Hamilton,soon after the date of the said note;the same being then still unpaid;and your petitioners now allege that the same is still due and unpaid.

Your petitioners allege that said deed was made voluntary and without consideration,and is a fraud upon the creditors of the said H.T.Ferguson,and especillay<sup>as to</sup> your petitioners said debt.

Your petitioner alleges that the said Palmer J.Newberry is an infant.

The prayer therefore of your petitioners is that the said H.T.Ferguson,Mollie J.Ferguson and Palmer J.Newberry be made parties defendant to this bill of complaint and be required to answer the same but not under oath that being expressly waived,

*that a guardian ad litem answer for said infant.*



that the said debt as aforesaid be declared a lien upon said tract of land from the date of the filing of this petition and the lis pendens filed herewith; that said deed as to said debt be set aside and held for naught, that a judgement be rendered against the said H.T. Ferguson for said debt and the costs of this petition; that enough of said tract of land be sold as shall be necessary to satisfy the said debt and the costs of this petition, and if the sale that has been made herein should be confirmed that a lien be given upon the fund derived therefrom from the date of the said filing of this petition; and may all other, furthur and general relief be granted your orator, <sup>their</sup> that the nature of ~~the~~ cause and good conscience requires and they ~~will~~ ever pray &c.

Summington Bros P.Q.



N. S. Hickman et al

v. Petition on  
debt of \$206.75

J. S. Ferganistae

Filed Apr. 20, 1905

A. C. T. Ewing, Clerk

1905 1st May Rule  
Petition filed &  
service accepted on  
Spa, and D. N.

1905 2nd May Rule  
D. N. confirmed &  
cause set for hearing

Clerk \$ 3.63  
Shff. 2.00  
5.63

Pennington Bros.  
ATTORNEYS AT LAW,  
JONESVILLE AND PENNINGTON GAP, VA.



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

The petition of the Powell's Valley Bank, a corporation, filed in the chancery cause of John D. Morgan et al vs H. T. Ferguson et al, pending in the Circuit Court for Lee County.

Humbly complaining, your petitioner, the Powell's Valley Bank, a corporation, would respectfully represent and show unto your honor as follows:

That on the 18th day of November, 1904, John D. Morgan and others filed their bill in chancery against H. T. Ferguson, Mollie J. Ferguson, Palmer J. Newberry, Tyler Delp and J. B. Shufflebarger, the general object of which was to have set aside and declared void a certain deed made by H. T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry, which deed was dated the 7th day of November, 1904, and conveyed a very valuable tract of land situated on the Waldens Creek, in Lee county; and the grounds for having said deed set aside and property subjected to said debts, as stated by the said bill, is that it was made to hinder, delay and defraud the creditors of the said Ferguson, and because voluntary. You said petitioners join with said plaintiffs, of whom they were one in said bill, and here reiterate the same, and allege them to be true, and adopt them as the allegations and grounds of this petition in setting aside said deed as to the debts herein set up; and would now further represent and show unto your honor as follows,

That on the 18th day of July, 1904, J. B. Elkins made his certain negotiable note payable to H. T. Ferguson in the sum of \$45.00, due six months after date, and agreed that if the same should be placed in the hands of an attorney for collection, to pay the further sum of 10% attorney's fees, which should become part of the judgement, which said note being still unpaid was before the same became due endorsed to the Powell's Valley Bank. And said petitioners aver that there is now due upon said note the sum of \$49.50.

That on the 6th day of Sept. 1904, the said H. T. Ferguson

(Memo -  
this debt  
has been paid)



made his certain negotiable note payable to L.G.Glass, for the sum of \$205.00, due Jan. 1, 1905, and agreed that if the same should be placed in the hands on an attorney for collection, *or suit should be brought thereon* to pay the furthur sum of 10% attorneys fees to be added to and become part of the judgement, which said note being still due and unpaid was, before the same beacme due, endorsed to the Powell's Vally Bank, and petitioner aver that there is now due upon the said note the sum of \$225.50.

*N.C.*  
That on the 25th day of October, 1904, J.W. Gilbert made his certain negotiable note payable to H.T. Ferguson, in the sum of \$99.50, due ninety days after date thereof, and agreed if the same should be placed in the hands of an attorney for collection or suit should be brought thereon to pay the furthur sum of 10% attorney's fees which should be added to and become a part of the judgement, which said note being still unpaid, was, before the same became due, endorsed to the Powell's Valley Bank. And said Petitioners aver that there is now due upon the said note the sum of \$109.45.

*(This note has been paid)*  
That on the 28th day of May, 1904, J.F. Keys, made his certain negotiable note payable to H.T. Ferguson for the sum of \$61.80 due six months after date, and agreed that if the same should be placed in the hands of an attorney for collection or if suit should be brought thereon to pay the furthur sum of 10% which should be added to and become part of the judgement, which note being still unpaid, was, before the same became due and payable, endorsed to the Powell's Valley Bank. And said petitioners aver that there is now due upon the said note the sum of \$67.98.

*(This note has been paid)*  
That on the 5th day of Feby. 1904, H.T. Ferguson made his certain note negotiable, payable to A.J. Minor, which note being still unpaid, was, before the same beacame due, endorsed to The Powell's Valley Bank. And said plaintiff aver that there is now due and unpaid upon said note the sum of \$110.00.

Your petitiner avers that nothing has ~~xxx~~ been paid upon



either of the said debts owing as aforesaid, and that the same are each and all still due and unpaid, and every part thereof.

Your petitioner avers that the said deed of Nov. 7th, 1904, made by the said H.T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry, was made for the purpose of hindering, delaying and defrauding the creditors of the said H.T. Ferguson, and the said grantees had notice of and were parties to the fraud therein attempted to be perpetrated upon said creditors; beside said deed being made with the actual intent to defraud said creditors was also voluntary and without consideration, and although a consideration of \$1000 was recited upon the face of the said deed not one cent thereof was paid; and your petitioner avers that if said \$1000 had been paid, which they deny, it would have been a very inadequate consideration, because your petitioner avers that said tract of land was well worth the sum of \$2500, if not more.

Your petitioners aver that the said Mollie J. Ferguson is the wife of the said H.T. Ferguson, and that said Palmer J. Newberry is the son of his said wife, and who also is an infant.

The premises considered your petitioner is advised that it has a right to file its petition in said original suit under section 2460 of the code, and secure a lien upon the said property aforesaid from the bringing or filing of said petition, which your petitioner alleges was done on the 22nd day of Nov. 1904, at 2 P.M. and is entitled to a lien on said property as against all other creditors and purchasers from the date of the filing its lis pendens which your petitioner avers that it did on the same day and hour as last aforesaid, as will be seen from the said lis pendens here filed as part of this petition <sup>marked</sup> as exhibit (Y); that it has the right to maintain this petition and along with the claims set up in the original bill have said property sold to satisfy the said claims in the order of their several priorities as fixed by the filing of said lis pendens.

The Prayer therefore of your petitioner is that the said



H.T.Ferguson, Mollie J. Ferguson, Palmer J. Newberry, J.F. Keys, A.J. Minor, J.W. Gilbert, L.G. Glass and J.B. Elkins be made parties defendant to this bill of complaint or petition, and be required to answer the same but not under oath, that being expressly waived, that upon a <sup>e</sup>hearing your petitioner be given a decree setting aside said deed and adjudging said property thereby conveyed to be the property of the said H.T. Ferguson and subject to the payment of his debts, and especailay that of your petitioner, that ~~it~~ it be adjudged a lien from the date of the filing of its petition in this suit and its lis pendens, and that a decree be rendered directing the sale of enough of the said property to pay said debts and all prior liens thereto. And may all other furthur and general relief be granted your petitioner that the nature of its cause and good concience requires and it will ever pray &c.

Pennington Bros. P.Q.



Costs:

Clerk \$4.91

Shiff. 3.00 Fd  
7.01

No 1  
Callow's Valley Bond

v.  $\frac{1}{3}$  Petition in  
 $\frac{2}{3}$  Morgan v. Ferguson

J. H. Ferguson et al  
1904 1<sup>st</sup> Dec Rules

Petition filed Sp. in  
reputed as to H. P. Ferguson  
son, in re: Ferguson  
Palmer Newberry, J. P.  
C. H. Jones, L. G. Glass &  
A. J. Minor & D. W. as to  
them

" 2<sup>nd</sup> Dec. Rules  
D. W. confirmed as to  
the above mentioned Def.  
& cause set for hear-  
ing.

Pennington Bros.

ATTORNEYS AT LAW

JONESVILLE AND PENNINGTON GARVA.



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

Your petitioner T. J. Ball, would respectfully represent  
and show unto your honor that heretofore J. D. Morgan, et al, filed  
their original bill in your honor's court, the general object of which  
was to set aside a certain deed of conveyance made by Henry T.  
Furgerson, dated November 7th, 1904, whereby he conveyed to Mollie  
J. Furgerson and Palmer J. Newberry a certain tract of land situated  
on Walden's Creek and ~~more~~ specifically described in the bill of the  
complainant in said suit and exhibit "Z" filed therewith; which said  
bill alleges that said deed of conveyance was made voluntarily  
and fraudulently and on that account seeks to set aside said deed.  
Your petitioner asks leave to file his partition in said suit and  
join with said plaintiff in said suit in the allegations contained in  
said original bill ; and further allege that on the 23rd, day of Feb-  
ruary, 1905, your petitioner obtained upon trial a judgment against  
the said H. T. Furgerson for the sum of \$245.76 with interest thereon  
from the 23rd day of February, 1905; <sup>Costs</sup> and your petitioner is informed  
that it constitutes a lien upon the said tract of land from the first  
day of the present terms of your honor's court, to-wit, the 20th day of  
February, 1905, together with the cost of said action at law. The  
premises considering that your orator is advised that he has the  
right to file said petition in said suit and to have his said judgment  
adjudged a lien on said tract of land in case said deed should be set  
aside, and said property declared that of the said H. T. Furgerson's.  
The prayer therefore of your petitioner is, that the said H. T.  
Furgerson, Mollie J. Furgerson and Palmer Newberry be made parties  
defendant to this bill and be required to answer the same, but not on  
*and that a guardian ad litem be appointed and answer for said Palmer J. Newberry who is*  
oath, that being expressly waived, but your orator's said judgment  
be decreed a lien on said tract of land, and that enough of same be  
sold to satisfy your petitioner's said lien, along with the said  
liens set up in said suit.. And may all other further and general  
relief be granted to your orator that the nature of the casue, and



good conscience requires and your orator will ever pray &c.

*Ony Hall for Pithener.*



J. D. Morgan et al.  
vs Petition of J. J. Ball.  
D. J. Ferguson et al.  

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Filed Feb 24<sup>th</sup> 1908.  
W. C. Fearing, Clk.  
By W. E. Hoadley, D.C.

Costs:

Clerk .88¢



To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County;

Your petitioner Palmer J.Newberry, who sues by Mollie J. Furguson, his mother and next friend, he the said Palmer J.Newberry being an infant under the age of twenty-one years, would respectfully show to your Honor that on the \_\_\_\_ day of November, 1904, his step-father H.T.Furguson, conveyed to him and to his mother,

the said Mollie J.Furguson,a tract of land situated on the waters of Wallens Creek, the north side of Powells mountain and south side of Wallens Ridge. The consideration mentioned in said deed is One Thousand Dollars (\$1000.00) payment of which was receipted in and acknowledged by said deed, all of which will more fully appear by reference to said deed, a copy of which will if necessary be filed herewith as part hereof, marked exhibit "A". At the time this conveyance was made no money was,in fact,paid, but certain debts were assumed by your petitioner and his said mother to be paid for the said H.T.Furguson, the debts so assumed was a debt which the said Furguson owed to A.J.Baker, which was evidenced by a note dated on the 24th day of April,1903, and due one day after date, which purports to be signed by the said H.T.Furguson and Mollie J.Furguson; another debt due to H.J.Morgan and J.D.Morgan for \$500.00, as claimed by the said Furguson, but whether said sum was due to the said Morgans individually or jointly, your petitioner does not know; another debt to S.E.Shelburn for \$50.00; and a debt due to the Mollie J.Furguson from H.T.Furguson of \$250.00.

Your petitioner will now show your Honor that on the \_\_\_\_ day of November, 1904, the said Henry J.Morgan, John D.Morgan, Mae Morgan and the Powell's Valley Bank, a Corporation, filed their bill in chancery, and along with it their Lis pendens, which is duly recorded, in the County Clerk's Office of Lee County, the object of which bill, is to set aside, vacate and annul the deed made by the said Furguson to your petitioner and his said mother, as hereinbefore stated. To this bill the said H.T.Furguson, Mollie J. Furguson and your petitioner are made parties.defendant.

Your petitioner will now show your Honor that on the 15th day of November, 1904he paid off to the said A.J.Baker the note for \$250.00 above referred to, and the same was duly assigned to him by the said A.J.Baker, all of which will more fully and at large



appear by reference to said note, and the assignment thereon, which is here filed as a part hereof, marked exhibit "B". Your petitioner lifeted this note from the said Baker, before he had any notice or knowledge whatever that the deed from Furguson to his mother and himself would be attacked, and he took the assignment of it to himself, as showing the exact transaction between himself and the said Baker. It is proper for your Petitioner to state that the interest on this note up to the day it was assigned to your petitioner was paid by the said H.T.Furguson, and the sum of \$200.00, the principal of said note is the amount paid by your petitioner, and the amount that is still due him in the event said deed of the said Furguson to himself and his mother is set aside and held for naught.

Now the object of this petition is to collect from the proceeds of the sale of said tract of land, in the event the same is held liable for the debts of the said H.T.Furguson, and for that purpose petitioner desires, that this petition be filed with and as a part of the proceedings in the chancery cause of John D.Morgan et al above referred to, against the said H.T.Furguson et al, and that upon a final hearing of said Chancery cause such proceedings be had as will fully protect the interest of your petitioner in the premises, whether said deed be set aside or otherwise, and

*And as petitioner prays that H.T. Furguson be made the party defendant to this petition and that he will ever pray &c.*

*Duncan & Cridlin*  
for Petitioner.

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin a Commissioner in chancery for the Circuit Court of Lee County Virginia, do certify that Palmer J.Newberry, this day personally appeared before me and made oath that the facts stated in the foregoing petition, so far as made of his own knowledge are true, and so far as made from information derived from others, he believes them to be true.

Given under my hand this the 22nd, day of November, 1904.

*Geo P Cridlin*  
Comr. in Chancery.

*petitioner and that he is one of the parties*



Palmer <sup>vs</sup> Newbury by  
re.

vs { Petition  
Henry T. Ferguson

Filed Nov. 22<sup>nd</sup> 1904

H. T. Ewing,

Clerk,

1904 1<sup>st</sup> Dec. Rules

Petition filed Spa.  
executed & D. W.

" 2<sup>nd</sup> Dec. Rules

D. W. confirmed &  
cause set for hearing

Costs:

Clerk	\$4.04
Shff	.50
	<hr/> 4.54



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

The Petition of L.G.Glass and W.E.Glass,filed in the chancery cause of John D.Morgan et al vs H.T.Ferguson,et al,pening in the Circuit Court for Lee County:

Humbly complaining your petitioners,L.G.Glass and W.E.Glass would respectfully represent and show unto your honor as follows:

That on the 18th day of November,1904,John D.Morgan and others filed their bill in chancery against H.T.Ferguson and others,the general object of which was to have set aside and declared void a certain conveyance made by the said H.T.Ferguson on the 7th day on November,1904,to Mollie J.Ferguson and Palmer J.Newberry, whereby the said H.T.Ferguson conveyed all or nearly all of his real estate to the said Mollie J.Ferguson,his wife, and Palmer J. Newberry his wife's son,and for a more particular description of the land conveyed by said deed reference is here made to the said bill in said original suit and the said deed which is exhibited with said bill as part thereof;the grounds assigned in said complainants' bill for the setting aside of the said deed and having the same subjected to the payment of the debts of the several plaintiffs therein,as stated by the said bill,is because it was made for the purpose and with the intent to hinder,delay and defraud the creditors of said H.T.Ferguson,and furthur because the same is voluntary and without consideration to support t it. Your said petitioner here join with the said plaintiffs in asserting the truth of the allegations contained in the said original bill,and here reiterate those allegations,and allege them to be true,and here adopt them as the allegations of and the grounds for the filing of this petition and the setting aside of the said deed as aforesaid; and would furthur represent and show unto your honor as follows:

That on the 13th day of July,1903,John<sup>C</sup>G<sub>N</sub> Glass qualified and executed bond as guardian for H.H.Glass,H.S.Glass,Nancy J. Glass and Unie J.Glass in the penalty of \$5000.00,and gave as his surety on the said bond your said two petitioners and the said H.T.Ferguson,as will be seen from a copy of said bond here



filed as part of this petition as exhibit (W). The said John W. Glass settled in full with one of his said wards, the said Nancy A. Glass, and then on the \_\_\_\_\_ day of March, 1904, was removed from said trust, and J. F. Glass was appointed in his stead for the other three wards, but for the amount that the said John P. Glass had received for the said three wards he did not account to the said new guardian; the said J. P. Glass soon after this left the state without making settlement of his guardianship account, and was due to the said wards or to their succeeding guardian the sum of from \$400 to \$500 each as your orators are informed. Your petitioners are advised that said J. P. Glass is totally insolvent, and that it is impossible for the said succeeding guardian to recover the amount in said J. P. Glass's hands from him, but will have to require payment of the sureties upon said bond. Your petitioners are therefore advised that they have a right to compel the said said H. T. Ferguson to contribute ratably with them upon whatever amount will have to be paid upon said bond, and that as said guardian has not brought suit for the amount and as the said H. T. Ferguson is disposing of his property with the intent to hinder delay and defraud his creditors, and making gifts thereof to his family, and as it is necessary for them to protect themselves in said bond, they are advised that they have a right to file this petition in this suit and have a lien in their favor or in favor of the said J. F. Glass for one third of the amount of said bond, and to compel the said J. F. Glass to come into this suit and have the guardianship account of said J. P. Glass settled and the amount ascertained with each of said sureties will have to pay upon said bond.

The prayer therefore of your petitioners is that the said H. T. Ferguson, Mollie J. Ferguson, Palmer J. Newberry, an infant, J. P. Glass and J. F. Glass be made parties defendant to this bill of complaint and be required to answer the same, but not under oath, that being expressly waived, that the amount owing under said bond, if any thing, be ascertained, and the said H. T. Ferguson be required to contribute ratably with your said petitioners thereon



for such amount as may be found due thereon, and that the amount of one third of the said bond, to wit \$1666.66, be declared a lien upon said tract of land from the date of the filing of their lis pendens, which was the 25th day of November, 1904, to be discharged by the payment of one third of the actual amount found due upon said guardianship account of said J.P. Glass; and that the said deed ~~of trust~~ as to said debt be declared null and void, and said land decreed to be sold for the payment of said amount in the order of the priority of the several liens. And may all other, further and general relief be granted your petitioners that the nature of their cause and good conscience requires, and they will ever pray &c.

Pennington Bros. P.Q.



Costo:

Clerk \$6.51

Shff. 2.00

851

Printer \$ 6.60  
15.11

1511

Am. Girls

18.00

33.11

403  
L. G. H. E. Gross

75. *Pteris*

H. S. Ferguson & Co

1905 2<sup>nd</sup> <sup>yr.</sup> Rules

Petition filed Sp. A.  
executed & D. N.

Post 1<sup>st</sup> Jan. Rules

D. W. confirmed &  
cause set for hearing.  
as to Mollie J. Ferguson

N. P. Ferguson and

Palmer J. Newberry.

Continued as to J. F. Glass  
& H. P. Glass,

1905 2nd Apr. Rules

2nd Apr. Rules  
Spa executed as to J. F.

1905-10<sup>th</sup> May Rules D. H. confirmed  
O.P. completed & cause set-  
for hearing.

Bennington Bros.  
ATTORNEYS AT LAW

ATTORNEYS AT LAW

JONESVILLE AND PENNINGTON GAP VA



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

The petition of E.M.Pennington,filed in the Chancery cause of John D.Morgan et al vs. H.T.Ferguson et al,pending in the Circuit Court for Lee County:

Humbly complaining your petitioner,E.M.Pennington,would respectfully represent and show unto your honor as follows:

That on the 18th day of November,1904,John D.Morgan and others filed their bill in chancery against H.T.Ferguson,Mollie J.Ferguson Palmer J.Newberry,Tyler Delp and J.B.Shufflebarger,the general object of which was to have set aside and declared void a certain deed made by H.T.Ferguson to Mollie J.Ferguson and Palmer J.Newberry,which deed was dated on the 7th day of November,1904,and conveyed a very valuable tract of land situated on Wldens Creek, Lee County;and the grounds for having said deed set aside and the property thereby conveyed subjected to the payment of thir debts,as alleged in the said bill is that said deed was made to hinder,delar and defraud ~~the~~ creditors of the said H.T.Ferguson,and because voluntary. Your said petitioner join with said plaintiff in said bill in alleging that said allegations are true,and addopt said allegations as grounds for this petition in setting aside said deed as to said debt herein set up,and would ~~if~~ furthur represent and show unto your honor that the said H.T.Ferguson is indebted to your petition in the sum of \$137.99,of which sum \$112.61 is due by written due bill,and the remainder on open account and your petitioner alleges that said debt,and every part thereof is still due,owing and unpaid.

The premises considered your petitioner is advised that he has a right to file this petition in said suit and to join with said plaintiffs in having said deed set aside and said land subjected to the payment of his debt along with said plaintiifs,and have a lien on said land from the filing of <sup>his</sup> ~~their~~ lis pendens, which is here filed as part of this petition as exhibit "0".

The prayer therefore of your petitioner is that the said H.T.Ferguson, Mollie J.Ferguson and Palmer J.Newberry be made parties defendant to this bill of complaint and be required to answer



same, but not under oath, that being expressly waived. That your petitioner be allowed to file this petition and have a decree in his favor adjudging him a lien upon said land from the date of the filing of his said petition for the amount of his said debt, and that said deed be set aside as to your petitioners said debt, and a decree awarded for the sale thereof on enough to satisfy your said petitioner's debt and the costs of this petition, and may all other and further relief be granted your orator that the nature of his cause and good conscience requires and he will ever pray &c.

*Remington Bros* P.Q.



No 4  
E. M. Pennington & Co. atty

v 3 Petition in  
3 J. D. Myers v  
3 H. F. Ferguson

H. F. Ferguson et al

1904, 2<sup>nd</sup> Dec. Rules.  
Petition filed, Sp  
executed & D.N.

1905-1<sup>st</sup> Jan. Rules.  
D.N. continued &  
cause set for hear-  
ing.

Costs:

Clerk \$ 2.94

Sheriff 1.50

4.44

Pennington Bros.

ATTORNEYS AT LAW

JONESVILLE AND PENNINGTON GAP VA.



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

The petition of Powell'sValley Bank,Incorporated,and Francis E. Venable filed in the Chancery cause of John D.Morgan et al, vs H.T.Ferguson,pwnding in the Circuit Court for Lee County;

Humbly complaining your petitioners would respectfully represent and show unto your honor as follows:

That on the 18th day of November,1904,John D.Morgan and others filed their bill in chancery against H.T.Ferguson,Mollie J.Ferguson, and Palmer J.Newberry,Tuler Delp and J.B.Shufflebarger,the general object of which was to have set aside and declared void a certain deed made by H.T.Ferguson to Mollie J.Ferguson and Palmer J.Newberry, which deed was dated the 7th day of November,1904,and conveyed certain lands on Waldens Creek, Lee County, and the grounds alleged in said bill for haing said deed set aside was that said deed was voluntary, and made for the purpose of hindering, delaying and defrauding the creditors of said H.T.Ferguson. Your petitioners here join with said Plaintiffs in said bill in alleging that said allegations therein contained are true, and her addopt the same as the allegations of this petition. And said petitioners ,the said Powells Valley Bank would furthur represent and show unto your honor that on the 11th day of Dec. 1903, H.T.Ferguson and W.S.Hickam made their negotiable note whereby they promised and agreed to pay to Millard H.Hickam, 12 months after the date thereof the sum of \$101.23; wherein it was agreed that presentment, demand, protest and notice of protest was waived, and that is the said note for any cause should be placed in the hands of an attorney for collection, or suit should be brought thereon to pay the furthur sum of \$ 10%, which should be added to and become part of said judgement; and before the said note became due and payable, to wit on the day and year last aforesaid, the said M.H.Hickam, for value received endorsed the said note to the said Powell's Valley Bank. The said makers and said endorser of said note also waived the benefit of the homestead exemption as to said debt; and your said petitioner avers that said note was not paid before the same was assigned to said bank, nor has it been paid sine either by said makers or endorser or by any



other person for them, and the same and every part thereof to wit the sum of \$111.35, with interest thereon from the 11th day of Dec. 1905, is still due, owing and unpaid.

And your petitioner herein the said Francis E. Venable would <sup>some time in</sup> furthur represent and show unto your honor that ~~xxxxx~~ the spring of of the year 1904, the said H.T. Ferguson rented for her the place known as the C.T. Stamper farm, situated and being on Wallen's Creek and agreed to pay therefor the sum of \$59.00, to be paid Sept. 1, 1904, and your petitioner alleges that said H.T. Ferguson has not paid said sum of money, either before or since the same became due and payable and that the same is still due, owing and unpaid.

The premises considered your petitioner are advised that they h have a right to file their petition in said suit and have a lien on said property from the date of the filing of the same.

The prayer therefore of your petitioners is that the said H.T. Ferguson, Mollie J. Ferguson, Palmer J. Newberry, W.S. Hickam and M.H. Hickam be made parties defendant to this petition and be required to answer the same but not under oath, that being expressly waived, and that upon a hearing your petitioners be adjudged a lien upon said land for the amount of their said several debts from the date of the filing of this petition, and that enough of said land be sold along with the land sold for the other debts in said suit set up as shall be necessary to pay said debts herein set up, and may ~~xxx~~ said deed as to said debts be set aside and all other and furthur relief granted your petitioners that the nature of their cause and good conscience requires and they will ever pray &c.

*Pennington Bros*

P.Q.



No 6  
Cawlers Valley, Dist  
F. E. Wheeler

& 3 Petitions

H. A. Ferguson & Co.

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1905 1<sup>st</sup> May Rules

Petition filed Sp.  
executed and D.N.

1905 2<sup>nd</sup> May Rules

D.N. confirmed and  
cause set-for-hear-  
ing.

Costs:

Clerk \$4.13

Shff. 2.00 M.D.

6.13



To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of Palmer J.Newberry, an infant under the age of twenty-one years, by Geo.P.Cridlin, his guardian ad litem, assigned to defend him in this suit, to a bill of complain exhibited against him and others in this Honorable Court by John D.Morgan and others.

Respondent reserving to himself the benefit of all just exceptions to said bill, for answer thereto, or to so much thereof as he is advised that it is material he should answer, by his said guardian ad litem he answers and says:

That he is an infant of tender years, and by reason of his infancy, is incapable of understanding, or of taking care of his rights and interests. He, therefore, by his said guardian ad litem commends himself and his rights and interests to the protection of the Court, and prays that no decree may be pronounced which will tend to his prejudice.

And now having fully answered, the said respondent prays to be hence dismissed with his reasonable cost in this behalf expended, and he will ever pray &c.

Geo P Cridlin  
Guardian ad litem for Palmer J.Newberry

Sworn to before me by Geo.P.Cridlin, guardian ad litem for Palmer J.Newberry, this February 24th, 1905.

W.E. Hawary D. Clerk.



John D. Morgan et al  
vs. { In Chy.

A. T. Ferguson et al

Answer of Guardian ad  
litam

Filed Feb. 24<sup>th</sup> 1905

J. C. S. Ewing Clerk.  
By M. B. Hanky D.C.



John D. Morgan et al

Complainants.

vs

In Chancery

H. ~~P.~~ Ferguson et al

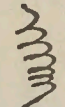
Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of special commissioner R. L. Pennington filed herein, showing collections<sup>and</sup> disbursements made by him on account of the sales which were made by him in this cause, and the said report being unexcepted to, and it appearing to the court therefrom that the said Pennington has fully paid out according to the decree entered herein<sup>all</sup> of the funds received by him as such commissioner, it is adjudged ordered and decreed ~~that~~ the said report be, and the same is hereby approved and confirmed, and the said Pennington is hereby released from further duty or obligation. And there remaining nothing further to be done, the same is hereby stricken from the docket.

x



John D. Maynor it is

vs.  In Chancery

H. Fryman it is

Entered in C.O.D.  
#8, page 172-

Enter this decree

May 25, 1906.

J. A. W. Siler



John S. Morgan et al vs. J. S. Fargason et al

Complainants

vs. J. S. Fargason et al

Defendants

This case came on this day to be heard upon the papers formerly read therein and the report of R. H. Pennington Special Commissioner filed therein showing that H. L. Sleep, has in former paid the first note executed by him for the land purchased by him in this case, and that he had secured B. S. Young to pay the last note which is not yet due, by the said B. S. Young taking said note under an assignment from said Pennington Commissioner without recourse, with the understanding that said H. L. Sleep should be made a deed for said tract of land with a vendor's lien retained thereon for the amt. of said note, which is \$1248.20 on of Feb'y 19, 1906, and was argued by counsel;

On consideration of all which, & said report of said Pennington being well satisfied to, the court is hereby approved and confirmed, and it is adjudged, ordered and decreed that R. H. Pennington who is hereby appointed a Special Commissioner for the purpose, do make execute and deliver to the said H. L. Sleep a good & sufficient deed, with covenants of Special warranty conveying said note so purchased by him in this case, to him in fee simple retaining in said deed a vendor's lien for



The benefit of said P.T. Gannay for said  
sum of money as aforesaid, and report his  
action hereunder to this term of the Court.  
And it appearing to the Court that P.T.H.  
Pennington who was heretofore appointed  
a Special Comr. and directed to make  
to H.L. Sleep a deed for the land purchased  
by him in this Court, has executed  
said deed with the reservations therein  
provided, that file the same in this  
Court, and the same being accepted  
to, the same is hereby approved and  
confirmed, and the said H.L. Sleep  
will pay to said P.T. Pennington the  
sum of \$5<sup>00</sup>, <sup>for making this deed</sup> and said Pennington  
will pay out the funds in his hands  
to the parties entitled and this Court  
is continued.

John O. Maynard vs

V. J. Green.

H.L. Sleep and ad

Entered in C.O.B.

#8, page 142

Accepted this

July 28, 1906

H.L. Sleep



John D. Morgan, et al., )  
vs. ) In Chancery.  
H.T. Furgerson, et al., )

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This cause came on this day to be heard upon the papers formerly read therein and the report of A.M. Goins, Special Commissioner filed therein on December 1st, 1905, and was argued by counsel. ~~The~~ consideration of all which, and the report of the said Commissioner being unexcepted to, the same is hereby approved and confirmed. And it appearing to the court by decree entered in this cause on the 24th day of February, 1905, that L.G. & W.E. Glass were asjudged a lien upon the real estate in the said decree mentioned from the 25th day of November, 1904 for such pro rata amount as the said H.T. Furgerson might thereafter be adjudged to pay upon the bond executed by J.P. Glass as guardian for H.H. Glass and others, wherein H.T. Furgerson, L.G. Glass and W.E. Glass are sureties, which bond was executed on the 18th day of July, 1903, and in the same decree it was ordered that A.M. Goins should proceed to ascertain and report to the court the amount for which said sureties were liable upon the said <sup>guardian</sup> ~~garnishee~~ bond and report the pro rata share that said H.T. Furgerson should be liable <sup>for</sup> thereon; ~~+~~ said A.M. Goins, in the said report filed on the date as aforesaid, having ascertained the liability of said bondsmen upon said bond, to be \$905.24, as of January 1st, 1906, or \$301.75 each, it is now therefore adjudged, ordered and decreed that the said L.G. & W.E. Glass are hereby adjudged a lien for the said sum of \$301.75, as ~~to~~ <sup>of</sup> the said 25th day of November, 1904, for the benefit of J.F. Glass, guardian for the said H.H. Glass and others, which said sum of money shall be paid out of the proceeds of the real estate sold in this cause according to the priority fixed by the said decree of February 24th, 1905, and shall be paid over to the said J.F. Glass, guardian as aforesaid, who shall <sup>when paid</sup> charge himself with said sum of money as such guardian. And ~~when said sum of \$301.75 is paid the said H.T. Furgerson~~ <sup>And this cause is continued.</sup> is forever absolved from all further liability for or on account of said bond. And this cause is continued.



John D Morgan <sup>it ds</sup>

no 3 ~~Deer~~

H. T. Ferguson <sup>it ds</sup>

---

Entered in C.B.

No 8, Page 95

Eaten this deer in  
Haw River  
Dec 12 1908



John D. Morgan et al Complainants  
v s. for Chancery

H. F. Ferguson, et al - Defendants.

This Court came on this day to be heard upon the papers formerly read therein and the respective petitions of Pammel's Valley Bank (incorporated) & F. E. Venable v. H. F. Ferguson, Mollie J. Ferguson & Palmer J. Newberry, filed & motured at rules, and the petition of A. G. Hyatt Corbin & W. S. Hickman vs. H. F. Ferguson, Mollie J. Ferguson and Palmer J. Newberry, filed & motured at rules, and were argued by counsel;

On consideration of all which, and it appearing that said defendants in each of said petitions have been duly summoned, and they each failing to appear plead or answer to either of said petitions, they are each taken for confessed, except as to the claim of \$500<sup>00</sup> set up by F. E. Venable, which is by consent withdrawn & her part of said petition is on her motion dismissed; and the Court being of opinion that the deed of Nov. 7, 1904 by which H. F. Ferguson conveyed his lands to Mollie J. Ferguson & Palmer J. Newberry is voluntary & void as to his creditors; it is therefore adjudged, ordered and decreed that the same be and is hereby set aside & held for nought as to the said debts of the said Pammel's Valley Bank & A. G. Hyatt Corbin. & it appearing to the Court that the said Pammel's Valley Bank filed their petition & his papers for record

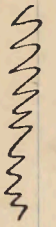


1 an March 7 1905, for the sum of \$111.35, with  
2 interest thereon from the 11th day of Dec. 1904, till  
3 paid, it is, <sup>that said Pioneer Valley Bank shall have</sup> therefore adjudged, a lien upon  
4 said land from the 7th day of March, 1905, for  
5 the sum of \$111.35 with interest from Dec 11, 1904  
6 till paid & the costs of said petition, which sum  
7 shall be paid out of the funds derived from  
8 the sale of said land heretofore made in this  
9 Court & not consumed in the payment  
10 of prior liens. And it appearing to the Court  
11 that A. G. Hyatt Coburn & H. S. Hickman filed their  
12 petition & that their Lis pendens recorded on  
13 April 20, 1905 for the sum of \$206.75, with  
14 interest from the 23rd day of Sept. 1905, It is  
15 therefore adjudged ordered and decreed that  
16 said A. G. Hyatt Coburn & H. S. Hickman shall  
17 have a lien upon said land from the  
18 20th day of April, 1905 ~~for~~ for the sum of  
19 \$206.75, with interest thereon from the 23rd  
20 day Sept. 1905 till paid & the costs of this petition,  
21 to be paid out of the proceeds of the sale of  
22 said tract of land not consumed in the  
23 payment of prior liens.

24 And it further appearing to the Court that  
25 petitioners L. B. & M. E. Gross have notured  
26 their petition against the defendants J. S. Gross  
27 & J. P. Gross & they failing to appear plead or ac-  
28 cuse their said petition as to said defendants  
29 is hereby taken for confessed; & A. M. Goines  
30 Court is hereby ordered to proceed to execute  
31 the duties herein before required of him &  
32 report to this Court, & this Court is continued.



John D. Morgan et al

v.  Decree fixing  
Liquor Tax -  
Powers, Values, Bonds  
Alg. Hyatt Croker  
et al.

H. S. Ferguson et al



Entered in C.B.

No. 8 - p. 36 v. c.

Rec'd this decree

May 17, 1905

H. A. W. Stuenkel



John D.Morgan, et al  
vs In Chancery

Complainants,

H.T.Ferguson et al,

Defendants,

This cause came on this the 27th day of May,1905,upon motion of the plaintiff in vacation to have the sale made in this cause by R.L.Pennington Commissioner on the 15th day of April,1905,to H.L.Slemp of the land herein ordered to be sold, confirmed to the said H.L.Slemp at the price of \$2498.00;and it appearing to the judge of the said court in vacation ~~xxxxxxxixxxxxxxx~~ from the report of the said Commissioner that said sale is an adventagious one,and that the defendants have had more than ten days notice of this motion to confirm,and there being no exceptions to said report and no objections to said motion to confirm said sale;it is therefore adjudged,ordered and decreed that the said report of said R.L.Pennington be and the same is hereby confirmed,and the said sale made to the said H.L.Slemp is hereby approved and confirmed;and the said H.L.Slemp will take and hold said property so purchased by him;and a writ of possession is hereby awarded him as against the said defendants to be issued by the clerk of this court upon application therefor by said Slemp or his attorney. And this cause is continued.

H. A. W. Slemp  
Judge of the Circuit Court for Lee County.

To H.C.T.Ewing,Clerk.



W. Myron Hale

✓ 3 Vacotum  
2 order Conf.  
4 Sale

H. S. Furgurson

Entered in C. O. B.  
No-8 Page 11 - Apr.  
29, 1905 -



John D.Morgan,et al

Complainants,

vs

In Chancery,

H.T.Ferguson, et al,

Defendants.

This cause came on again to be heard upon the papers formerly read therein, and the motion of Powell's Valley Bank and F.E.Venable by their attorneys to have set aside the order of continuance heretofore made in this cause, which is accordingly done, and this cause came on again to be heard upon the papers formerly read therein and upon motion of said F.E.Venable and Powell's Valley Bank ~~xxxxxx~~ leave is granted them to file their petition herein against ~~H.T.Ferguson~~ Mollie J.Ferguson, Palmer J.Newberry, W.S.Hickam and Millard H.Hickam, to which said petition said Palmer J.Newberry, an infant by his guardian ad litem, G.P.Cridlin appeared and filed his answer, and said H.T.Ferguson and Mollie J.Ferguson appeared ~~and~~ by their counsel and waived process and was argued by counsel:

And the said plaintiffs in said petition are ordered to mature their petition at rules as to the said W.S. and Millard H.Hickam, and it appearing to the court that said H.T.Ferguson and Mollie J.Ferguson do not desire to answer said petition, the same is as to them taken for confessed. And the said Powell's Valley Bank is hereby adjudged to have a lien upon said land in said petition mentioned from the 7th day of March, 1905, <sup>for the sum of ~~xxxxxx~~ \$111.35</sup> with interest thereon from the 11th day of December, 1904, till paid and the costs of this petition, and that F.E.Venable has a like lien thereon from the 7th day of March 1905, for the sum of \$50.00 with interest thereon from the 1st day of Sept, 1904, till paid; and the said deed of the said H.T.Ferguson as to said debts is hereby decreed void, and is hereby set aside and held for naught.

And this cause is continued.



J.D. Morgan et al

Supplemental  
Deeds

J.D. Morgan et al  
Deeds

Deeds

Enter this  
Mar 7, 1905



John D.Morgan,H.J.Morgan,M.E.Morgan and Powell's Valley Bank,an Incorporation, Complainants,

vs: In Chancery,

H.T.Ferguson,Mollie J.Ferguson,Palmer J.Newberry,Tyler Delp,and J.B.Shufflebarger, Defendants;

and

Powell's Valley Bank, and Incorporation, Complainant,

vs In Chancery, on Petition,

H.T.Ferguson,Mollie J.Ferguson,Palmer J.Newberry,J.F.Keys,A.J.Minor, J.W.Gilbert,L.G.Glass and J.B.Elkins, Defendants.,

and

Palmer J.Newberry, by M.J.Ferguson,next friend&c. Complainant,

vs In Chancery,on Petition,

H.T.Ferguson, Defendant.

and

L.G. Glass and W.E.Glass, Complainants,

vs In Chancery,on petition,

H.T.Ferguson,Mollie J.Ferguson,Palmer J.Newberry,J.P. Glass and J.F.Glass, Defendants.

and

E.M.Pennington, Complainant,

vs In Chancery,on Petition,

H.T.Ferguson,Mollie J.Ferguson and Palmer J.Newberry, Defendants,

and

T.J.Ball, Complainant,

vs In Chancery,on Petition,

H.T.Ferguson,Mollie J.Ferguson and Palmer J.Newberry, Defendants.

This cause of the said J.D.Morgan et al vs H.T.Ferguson et al and the said petitions above named of said petitioners against the several defendants above named came on this day to be heard upon the said bill of the complainants and exhibits filed therewith, and the answer of Palmer J.Newberry, an infant, by his guardian ad litem, G.P. Cridlin, and upon said several petitions, with exhibits filed therewith and the answer of Palmer J.Newberry to each of said petitions in which he is a defendant by his guardian ad litem, said G.P. Cridlin, and general replication to each of said answers, and was argued by counsel:



On consideration of all which, and it appearing to the court that each of the said defendants in said bill of complaint, and each of said defendants in said petitions, except J.P. Glass, <sup>J.P. Glass</sup> in the said petition of L.G. Glass et al vs H.T. Ferguson et al, and the defendants in said petition of T.J. Ball vs H.T. Ferguson et al, have each been duly served with process, and they each, except said infant, failing to appear, plead or answer, the said bill of said complainants and the said petitions of said petitioners, are each taken for confessed as to said defendants so served with process herein, except said infant; and the said defendants in the said petition of said T.J. Ball having appeared in court and waived process, and appeared thereto, and they not desiring to file any answer thereto except as to said infant, said petition is also taken for confessed; and it being admitted by counsel for the said H.T. Ferguson, Mollie J. Ferguson and Palmer J. Newberry that the deed made by H.T. Ferguson to Palmer J. Newberry and Mollie J. Ferguson, dated Nov. 7, 1904, and a copy of which is filed with said plaintiffs' bill as exhibit "(Z)", was made without a valuable consideration, and is voluntary, and that the allegation of said bill in reference thereto is true, it is adjudged ordered and decreed that the said deed be and the same is hereby set aside and held for naught, and said property declared<sup>v</sup> to be the property of the said Henry T. Ferguson and subject to the payment of his debts.

And it appearing to the court on suggestion of R.L. Pennington Admr. of the estate of H.J. Morgan, that since the bringing of this suit the said H.J. Morgan has departed<sup>t</sup> this life, and said R.L. Pennington has qualified as his administrator, upon motion by his counsel this cause as to the said H.J. Morgan is hereby revived in the name of said R.L. Pennington administrator as aforesaid.

It is further adjudged ordered and decreed that the plaintiff J.D. Morgan is hereby adjudged to have a lien upon said tract of land conveyed by said deed above set aside, for the sum of \$300.00 with interest thereon from the 8th day of November, 1904, till paid and the costs of this suit, from the date of the filing of his lis pendens, to wit, Nov. 18, 1904; that R.L. Pennington, administrator of the



estate of H.J.Morgan deceased, is hereby adjudged a lien upon said tract of land for the sum of \$200.00, with interest thereon from the 10th day of October, 1904, till paid, and his costs in this suit, from the date of the filing of his lis pendens, to wit, Nov. 18, 1904; that the Powell's Valley Bank, In-corporated, is hereby adjudged to have a lien upon said tract of land for the sum of \$396.50, with interest on \$346.50, <sup>part thereof, h</sup> from the 13th day of November, 1904, and on \$50.00, the remainder thereof, from the 16th day of December, 1904, till paid, from the filing of their lis pendens, to wit the 18th day of November, 1904; and it is furthur adjudged ordered and decreed that said liens as aforesaid are of equal dignity, and constitute the first lien upon said tract of land as aforesaid.

It is furthur ~~ad~~judged, ordered and decreed that the petitioning creditor Powell's Valley Bank, Incorporated, is hereby adjudged to have a lien upon said property from 2 o'clock P.M. November 22, 1904, the date of the filing of its lis pendens, for the following sums of money: \$225.50, with interest thereon from the 1st day of Jan. 1905, till paid, & \$109.45, with interest <sup>and the costs of its petition</sup> thereon from the 25th day of Jan. 1905, till paid, which said sums of money shall constitute a second lien upon said property.

212.00  
89.00  
123.00  
#1111  
It is furthur adjudged ordered and decreed that Palmer J. Newberry, who sues by his next friend, Mollie J. Ferguson, is hereby adjudged to have a lien upon said property conveyed by said deed from 4 p'clock P.M. November 22, 1904, the date of the filing of his lis pendens, for the sum of \$200.00, with interest thereon from the 15th day of November, 1904, till paid and the costs of his said petition, which sum of money is hereby adjudged to be a third lien in point of prority upon said tract of land.

It is furthur adjudged ordered and decreed that L.G. and W.E Glass are hereby adjudged a lien upon said property from the 25th day of November, 1904, the date of the filing of their lis pendens for such pro rata amount as the said H.T. Ferguson may herefater be adjudged to pay upon ~~xxxxxxx~~ a bond executed by J.P. Glass



guardian<sup>a</sup> for H.H.Glass and others and principal and the said H.T.Ferguson, L.G.Glass and W.E.Glass as sureties, which bond was dated the 13th day of July, 1903; and it further appearing to the court that said J.P.Glass has been removed as guardian for said H.H.Glass and others, and that J.F.Glass has been appointed as guardian in ~~the~~<sup>his</sup> room and stead ~~of said J.P.Glass~~, and that the said J.P.Glass has not made his settlement for his wards the said H.H.Glass, H.S.Glass and Una J.Glass, and that said J.P.Glass and ~~J.F.~~<sup>J.F.</sup> Glass, though made a party to said petition have not been served with process herein, and that said J.P.Glass is a non-resident, the said plaintiffs herein are ordered to mature their said petition against said J.F.Glass and J.P.Glass by proper process; and it appearing to the court that said J.F.Glass has taken no steps to recover the money due his wards from the said J.P.Glass, a rule is hereby awarded against him to show cause if any he can why he should not proceed to compel settlement from said J.P.Glass and his sureties for the amount which may be owing to said wards. It is further adjudged ordered and decreed, that after the said plaintiffs in this petition have matured their said petition as against said J.F. and J.P.Glass, that A.M. Goins, who is hereby appointed a special Commissioner for the purpose, and after having given the resident parties 5 days notice of the time and place of his sitting, will proceed to ascertain and report to this court the amount <sup>from which</sup> ~~due by~~ said sureties <sup>are liable</sup> on said guardianship bond, and report the pro rata share that said H.T. Ferguson shall be liable thereon.

It appearing to the court from statement of counsel for E.M. Pennington that the principal of the debt set up in his petition has been paid, and there remains nothing due to him on said claim except the costs incurred by this petition, it is adjudged ordered and decreed that said E.M. Pennington is adjudged a lien for his costs from the date of the filing of his petition, to wit the 30th day of November, 1904, which constitutes a fifth lien upon said tract of land.



And it appearing to the court from the petition of the said T.J. Ball, that at the present term of this court he has obtained *v H. Furgerson* a judgement on the law side of this court for the sum of \$245.76, with interest thereon from the 23rd day of Feby. 1905, and \$ \_\_\_\_\_ costs, the said T.J. Ball is hereby adjudged to have a lien upon said land from the first day of this term of the court, to wit the 20th day of Feby, 1905, for said sums of money, which is hereby adjudged to be a sixth lien in point<sup>n</sup> of priority thereon.

And it being admitted that a speedy sale of said land is the best for all parties concerned, it is further adjudged ordered and decreed that unless said sums of money shall be paid within ten days from this date, then R.L. Pennington, who is hereby appointed a special commissioner for the purpose, after having executed bond before the clerk of this court in the penalty of \$4000.00, conditioned as the law requires, and after having advertised the time, terms and place of sale for 20 days by written or printed notices posted in the neighborhood of said lands, at the front door of the court house of Lee county, in the town of Pennington Gap, and at such other places as he may deem proper, shall proceed to make sale of said tract of land at the front door of the court house of Lee County, at public auction to the highest bidder on a credit of one and two years time except a sum sufficient to pay the costs of said suits and petitions, *which he will require to be paid in hand* and the commissions of sale; and for the deferred payments he will take bonds payable to himself as such commissioner with good security, which bonds shall bear interest from the date of sale, and he will report his action herein and this cause is continued.



J. D. Morgan Concept.

2 3 Decree failing  
Priority of claims -  
Setting aside deed  
avoiding sale

H. F. Ferguson et al.

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Entered in C. O. B. 7  
page 592-3-4-5-6.

Entered this decree  
July 24, 1905.  
H. A. W. Stone



VIRGINIA,

At a Circuit Court, continued and held for Lee County at the Court-house thereof, on Friday the 24th day of February, 1905.

John

John D. Morgan, H. J. Morgan, M. E. Morgan,  
and Powells Valley Bank, an Incorporation .....Complainants,  
vs. In Chancery.

H. T. Ferguson, Mollie J. Ferguson, Palmer J.  
Newberry, Tyler Delp, and J. B. Shufflebarger..... ..Defendants;  
and

Powells Valley Bank, an Incorporation \_\_\_\_\_Plaintiff,  
vs. In Chancery on Petition

H. T. Ferguson, Mollie J. Ferguson, Palmer J. Newberry  
J. F. Keys, A. J. Minoe, J. W. Gilbert, L. G. Glass and J. B.  
and J. B. Elkins..... .. Defendants;  
and

Palmer J. Newberry by M. J. Ferguson next Friend &c....Complainants,  
Vs. In Chancery, on Petition.

H. T. Ferguson .....Defendant;  
and

L. G. Glass and W. E. Glass .....Complainants,  
Vs. In Chancery, on Petition.

H. T. Ferguson, Mollie J. Ferguson, Palmer J. New-  
berry, J. P. Glass and J. F. Glass .....Defendants;  
and

E. M. Pennington .....Complainant.  
Vs. In chancery on Petition

H. T. Ferguson, Mollie J. Ferguson, and Palmer J.  
Newberry .....Defendants;  
and

T. J. Ball ..... Complainant.  
Vs. In Chancery on Petition.

H. T. Ferguson, Mollie J. Ferguson, and Palmer  
J. Newberry .....Defendants.



This cause of the said J. D. Morgan et al vs. H. T. Ferguson et al and the said petitions above named of said petitioners against the several defendants above named came on this day to be heard upon the said bill of the complainants and exhibits filed therewith, and the answer of Palmer J. Newberry, an infant, by his guardian ad litem, G. B. Cridlin, and upon said several petitions with exhibits filed therewith and the answer of Palmer J. Newberry to each of said petitions in which he is a defendant by his guardian ad litem, said G. B. Cridlin, and general replication to each of said answers and was argued by counsel:

On consideration of all which, and it appearing to the Court that each of the said defendants in said bill of complaint, and each of the said defendants in said petitions, except J. P. Glass and J. F. Glass in the said petition of L. G. Glass et al vs. H. T. Ferguson et al, and the defendants in said petition of T. J. Ball vs. H. T. Ferguson, et al, have each been duly served with process and they, each except said infant failing to appear, plead, or answer the said bill of said complainants and the said petitions of said petitioners, are each taken for confessed as to said defendants so served with process herein, except said infant; and the said defendants in the said petition of said T. J. Ball having appeared in Court and waived process, and appeared thereto, and they not desiring to file any answer thereto except as to said infant said petition is also taken for confessed; and it being admitted by counsel for the said H. T. Ferguson, Mollie J. Ferguson and Palmer J. Newberry that the deed made by H. T. Ferguson to Palmer J. Newberry and Mollie J. Ferguson, dated Nov. 7, 1904. And a copy of which is filed with said plaintiff's bill as exhibit "(Z)", was made without a valuable consideration, and is voluntary, and that the allegation of said bill in reference thereto is true, it is adjudged, ordered and decreed that the said deed be and the same is hereby set aside and held for naught and said property declared to be the property of the said Henry T. Ferguson and subject to the payment of his debts. And it appearing to the Court on



gestion of R. L. Pennington, Admr. of the estate of H. J. Morgan, that since the bringing of this suit the said H. J. Morgan, has departed this life, and said R. L. Pennington, has qualified as his administrator upon motion by his counsel this cause as to the said J. H. Morgan is hereby revived in the name of said R. L. Pennington Administrator as aforesaid. It is further adjudged, ordered and decreed that the plaintiff, J. D. Morgan, is hereby adjudged to have a lien upon said tract of land conveyed by said deed above set aside for the sum of \$300.00 with interest thereon from the 8th day of October, 1904, till paid and the costs of this suit, from the date of filing of his Lis Pendens, to-wit: Nov. 18, 1904; that R. L. Pennington, Administrator of the estate of H. J. Morgan, deceased, is hereby adjudged a lien upon said tract of land for the sum of \$200.00 with interest thereon from the 10th day of October, 1904, till paid, and his costs in this suit from the date of the filing of his Lis Pendens, to-wit: Nov. 18, 1904; that the Powell's Valley Bank, Incorporated, is hereby adjudged to have a lien upon said tract of land for the sum of \$396.50, with interest on \$346.50 part thereof from the 13th day of November, 1904, and on \$50.00 the remainder thereof, from the 16th day of December, 1904, till paid, from the filing of their Lis Pendens, to-wit: the 18th day November, 1904; and it is further adjudged, ordered and decreed that said liens as aforesaid are of equal dignity, and constitute the first lien upon said tract of land as aforesaid.

It is therefore adjudged, ordered and decreed that the petitioning creditor Powell's Valley Bank, Incorporated, is hereby adjudged to have a lien upon said property from 2 o'clock P. M. November 22, 1904, the date of the filing of its Lis Pendens, for the following sums of money; \$225.50 with interest thereon from the 1st day of Jan. 1905, till paid, & \$109.45, with interest thereon from the 1st day of Jan. 1905, till paid, & \$109.45, with interest thereon from the 25th day of Jan. 1905, till paid, and the costs of its petition which said sums of money shall constitute a second lien upon said property.

It is further adjudged, ordered and decreed that Palmer J. Newberry, who sued by his next friend, Mollie J. Ferguson, is hereby adjudged to have a lien upon said property conveyed by



said deed from 4 o'clock P. M. November, 22, 1904, the date of the filing of his Lis Pendens, for the sum of \$200.00, with interest thereof from the 15th day of November, 1904, till paid and the costs of his said petition, which sum of money is hereby adjudged to be a third lien in point of priority upon said tract of land.

It is further adjudged, ordered and decreed that L. G. and W. E. Glass are hereby adjudged a lien upon said property from the 25th day of November, 1904, the date of the filing of their Lis Pendens for such pro rata amount as the said H. T. Ferguson may hereafter be adjudged to pay upon a bond executed by J. P. Glass, Guardian for H. H. Glass and others as principal and the said H. T. Ferguson, L. G. Glass, and W. E. Glass as sureties which bond was dated the 13th day of July, 1903, and it further appearing to the Court that said J. P. Glass has been removed as guardian for said H. H. Glass, and Una J. Glass and that said J. P. Glass and J. F. Glass, though made a party to said petition have not been served with process herein, and that said J. P. Glass is a non-resident, the said plaintiffs herein are ordered to mature their said petition against said J. F. Glass and J. P. Glass by proper process; And it appearing to the Court that said J. F. Glass has taken no steps to recover the money due his wards from the said J. P. Glass a rule is hereby awarded against him to show cause, if any, he can why he should not proceed to compel settlement from said J. P. Glass and his sureties for the amount which may be owing to said wards.

It is further adjudged ordered and decreed that after the said plaintiffs in this petition have matured their said petition as against said J. F. and J. P. Glass, that A. M. Goins, who is hereby appointed a special Commissioner for the purpose, and after having given the resident parties 5 days notice of the time and place of his sittings will proceed to ascertain and report to this Court the amount for which said sureties are liable on said guardianship bond, and report the pro rata share that said H. T. Ferguson shall be liable thereon.

It appearing to the Court from statement of counsel for E. M.



Pennington that the principal of the debt set up in his petition has been paid, and there remains nothing due to him on said claim except the costs incurred by this petition, it is adjudged, ordered and decreed that said E. M. Pennington is adjudged a lien for his costs from the date of the filing of his petition to-wit: the 30th day of November, 1904, which constitutes a fifth lien upon said tract of land. And it appearing to the Court from the petition of the said T. J. Ball, that at the present term of this Court he has obtained vs. H. T. Ferguson a judgment on the law side of this Court for the sum of \$245.76, with interest thereon from the 23rd day of Feb. 1905, and \$ \_\_\_\_\_ costs the said T. J. Ball is hereby adjudged to have a lien upon said land from the first day of this term of the court, to-wit: the 20th day of Feby, 1905, for said sums of money, which is hereby adjudged to be a sixth lien in point of priority thereon.

And it being admitted that a speedy sale of said land is the best for all parties concerned, it is further adjudged, ordered and decreed that unless said sums of money shall be paid within ten days from this date then R. L. Pennington, who is hereby appointed a special Commissioner for the purpose after having executed bond before the Clerk of this Court in the penalty of \$4000.00 conditioned according as the law requires and after having advertised the time, terms, place of sale for 20 days by written or printed notices posted in the neighborhood of said lands, at the front door of the Court-house of Lee County, in the town of Pennington Gap, and at such other places as he may deem proper, shall proceed to make sale of said tract of land at the front door of the Court-house of Lee County, at public auction to the highest bidder on a credit of one and two years time except a sum sufficient to pay the costs of said suits and petitions and the Commissions of sale which he will require to be paid in hand; and for which the deferred payments he will take bonds payable to himself as such Commissioner with good security, which bonds shall bear interest from the date of sale.

And this cause is continued.

A Copy-Teste:

*McFarland, Clerk.*  
*By McFarland, Clerk.*



John D. Morgan et al  
vs. } Copy of Decree  
N.V. Ferguson et al.

Clerk \$ 2.00

Copy

Executed by de-  
scribing a true cop-  
y of the within decree  
to a.m. Gaines Mar.

14, 1905 J.W. Grubb.  
D.S. for P.M. Ball  
S.C.

J.W. Grubb D.S. 50¢



John D. Morgan et al.

vs.

In chancery.

Henry T. Furgerson et al.

-----  
The depositions of J.F. Glass, and others taken before me, A.M. Goins, special commissioner in the above styled cause, to be considered as evidence in the determination of the question now pending before me as said commissioner. This November 28th, 1905. Taken by consent of counsel, who were present as follows:

J.W. Orr for J.F. Glass,

R.L. Pennington for L.G. & W.E. Glass,

Geo. P. Cridlin for H.T. Furgerson.

J.F. Glass, a witness of lawful age deposes and says:

Q. At the time J.F. Glass was acting guardian for H.H., Una J., and Sherman Glass minor heirs of J.W. Glass were you acquainted with the land which belonged to said minor heirs, the condition in which it was at that time, particularly in the years 1902-3, and if so state what would have been the rents and profits to each one of these children during those two years, over and above expense of keeping up the land and doing such fenceing and improvements as he did do, and the expense of taking care of said children considering their several ages and the manner in which he took care of them.

A. I could not consider it the way <sup>at</sup> ~~he~~ he run it, ~~is~~ anything. I was acquainted with land and was there frequently during the years named.

And further this witness sayeth not.

*J. F. Glass*

H.H. Glass a witness of lawful age deposes and says:

Q. Are you one of the wards of J.F. Glass, guardian &c.?

A. I am, and stayed with him during the years 1902-3.

I have just heard the question propounded to the witness, J.F. Glass, and his answer to said question and I consider he is correct in his statement.

And further this deponent sayeth not.

*H. H. Glass*

The foregoing depositions were taken, subscribed and sworn to by the parties, J. F. & H. H. Glass, before me at the time and place in the caption. This Nov. 28, 1905;

*A. M. Goins, Comm.*



John D Morgan et al  
vs. } Depositions.

H. B. Ferguson et al.

J. F. & H. H. Glass.



John D.Morgan,et al Complainants,

vs Report of Commissioner Pennington,

H.T.Ferguson et al,Defendants.

To the Hon.H.A.W.Skeen Judge of the Circuit Court for Lee County:

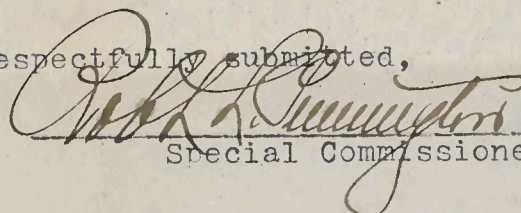
Your undersigned Special commissioner appointed in the above styled cause,begs leave to report that on the 15th day of April, 1905,at the front door of the court house of Lee County,and in the presence of a large crowd of people he offered for sale the land in the bill and proceedings mentioned above,and ordered to be sold by your said commissioner by a decree entered therein at the Feb'y. term,1905;having first advertised the time terms and place of sale for the time and in the manner prescribed in the said decree,as will appear by a copy of the said advertisement here filed as part of this report. The biddings were opened and started at 1000 dollars,and after considerable biddings the same was finally knocked of to H.L. Slemp at the price of \$2498.00,he being the highest and best bidder thereon.

The said H.L.Slemp bid,		\$2498.00
He paid your commissioner cash,	\$140.62	
He executed note due 1 year,	1178.69	
He executed note due 2 years,	1178.69	\$2498.00

The notes are secured by C.E.Flanary,M.L.Slemp and J.A.G.Hyatt which makes as good notes could be made in the county. Your commissioner considers he received a splendid price for the land, and recomends its confirmation.

This April 15,1905.

Respectfully submitted,

  
Special Commissioner.



# Land Sale.

John D. Morgan, et al, Compts.  
H.T. Ferguson, et al, Defts. } IN CHANCERY.

Pursuant to decree of the Circuit Court of Lee County, Virginia, at the <sup>Feb.</sup> term, 190<sup>5</sup>, in the above styled cause, the undersigned will, at public outcry, at the front door of the Courthouse of said county, on the <sup>15th</sup> ~~1st~~ day of ~~the~~ <sup>xxx</sup> April ~~xxxx~~ 190<sup>5</sup>, ~~of the County Court of said county,~~ proceed to sell, to the highest and best bidder, on a credit of one and two years time, except so much as may be necessary to pay the cost of suit and expense of sale [which are required to be paid in hand], the following described property: A certain tract of land situated on Wallens Creek, being the land owned by H.T. Ferguson, containing about 100 acres more or less, and the same tract of land that was conveyed by H.T. Ferguson to Palmer J. Newberry and Mollie J. Ferguson by deed dated the 7th day of November, 1904, and for a more particular description of said tract of land, reference is here made to the said deed on record in the office of the Clerk of Lee county.

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This <sup>19th</sup> day of March, 1905, 190

*W. H. Huntington*, Commissioner.

The Bond required by Law has been given.

*H. C. Fearing*, Clerk.



John D. Myers et al

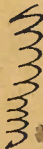
v. <sup>Mrs</sup> Copy of Adv. of  
Sale of Land

W. S. Ferguson et al

---

Lang 271e



John D. Morgan Compt  
v  Report of Sale  
of Lands to  
H. S. Furgurson -  
Price \$2498<sup>00</sup>

H. S. Furgurson & Co  
-----

Filed April 17<sup>th</sup> 1905

H. C. Ewing, Clk.  
By M. E. Lundy, D.C.



COMMISSIONER'S REPORT.  
oooooooooooooooooooooooooooo

John D.Morgan et al., )  
                              )  
                              ) IN CHANCERY.  
                              )  
H.T.Ferguson et al., )

oooooooooooooooooooooooooooooooooooo

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee  
County, Virginia:

Your undersigned special commissioner, appointed by decree entered in the above styled cause on February 24th, 1905, after giving notice of the time and place of his sitting, as required by said decree, and as will be seen from the notice herewith returned, marked "N", proceeded on the first day of August, 1905, and on other days thereafter upto the present, to comply with the requirements of said decree, and he here reports as follows:

Your commissioner is directed "to ascertain and report to this court the amount for which said sureties are liable on said guardianship bond, and report the pro rata share that said H.T.Ferguson shall be liable thereon".

As will be seen from the records of this court, (See Common Law Order Book, No.6, p.87 &c.), said John P.Glass, on June 4th, 1901, qualified and gave bond as guardian for Howard H., Nancy A., H.Sherman and Una J.Glass. Since the date of his qualification and bonding the said John P.Glass has made settlement in full of his guardianship account with his ward Nancy A.Glass, (See Fiduciary Settlements, Book No.5, p.81), hence your commissioner does not consider this ward in this report, but proceeds--

First, To ascertain said guardian's indebtedness to his wards, Howard H.Glass, H.Sherman Glass and Una J.Glass as a whole, and to each severally; and

Second, As the said John P.Glass gave three separate bonds as said guardian, to report upon what sureties, or set of sureties, his default falls, and especially to report the pro rata part the said H.T.Ferguson is liable as one of said sureties.

On page 11, Fiduciary Settlement Book, above referred to, (Book 5), it will be seen that on the 2nd day of February, 1903, J.H.Maness and J.P.Glass, Admrs. of the estate of Rebecca J.Glass, paid over to the said John P.Glass, guardian for said wards, on January 1st, 1903, the sum of \$1253.00. From this sum deduct 1/4 for the distributive



share of Nancy A. Glass, and there remains, as of Jan. 1st, 1903, due the wards, H.H., S.H. and Una J. Glass, the sum of \$239.75, and from this sum deduct the fee bill of A.B. Muncy, paid by said guardian, less the share of Nancy A. Glass, of \$4.34, and there remains \$235.41, to be equally divided among said wards, H.H., S.H. and Una J. Glass, as of January 1st, 1903, or \$311.80 to the share of each, and from the share of each ward thus shown should be deducted the amount due by each respectively to said guardian, as shown by settlement recorded in Fiduciary Settlement Book No. 5, p. 5, which leaves said guardian due his several wards, as of January 1st, 1906, as follows:

John P. Glass, Guardian,

In account with

His ward, H.H. Glass,	Cr.	Dr.
To net proceeds rec'd from Est. of Rebecca A. Glass,		\$311.80
By Bal. due Guar. last settlement,	\$12.16	
" Int. same from 10/1/'02 to 1/1/'03,	.18	\$ 12.34
To Compound Int. on \$299.46, from 1/1/'03 to 1/1/'06, (3 years),		57.21
By Bal. to square due ward as of 1/1/'06, Jan. 1st, 1906,	256.67	
	<u>\$369.01</u>	<u>\$369.01</u>
To Bal. due ward January 1st, 1906, brought down,		\$356.67

John P. Glass, Guardian,

In account with

His ward, H.S. Glass,	Cr.	Dr.
To net proceeds rec'd from Est. of Rebecca A. Glass,		\$311.80
By Bal. due Guar. last settlement,	\$75.02	
" Int. same from 10/1/'02 to 1/1/'03,	1.13	\$ 76.15
To Compound Int. on \$235.65, from 1/1/'03, to 1/1/'06, (3 years),		45.02
By Bal. to square due ward as of 1/1/'06, Jan. 1st, 1906,	280.67	
	<u>\$356.82</u>	<u>\$356.82</u>
To Bal. due ward Jan. 1st, 1906, brought down,		\$280.67

John P. Glass, Guardian,

In account with

His ward, Una J. Glass,	Cr.	Dr.
To net proceeds rec'd from Est. Rebecca A. Glass,		\$311.80
By Bal. due Guar. last settlement,	\$35.59	
" Int. same from 10/1/'02 to 1/1/'03,	1.23	\$ 36.87
To Compound Int. on \$224.98, from 1/1/'03, to 1/1/'06, (3 years),		42.97
By Bal. to square due ward 1/1/'06, Jan. 1st, 1906,	267.90	
	<u>\$354.77</u>	<u>\$354.77</u>
To Bal. due ward Jan. 1st, 1906, brought down,		\$267.90

Upon the foregoing sums due said wards respectively the commis-



sioner does not consider said guardian entitled to any commission.

As above stated by your commissioner, and as will be seen from copies of the court's orders filed herewith marked "0", the said John P. Glass executed three separate bonds as guardian for said wards, and the point is raised before your commissioner as to which set, or whether all, of said bondsmen are liable on the default of said guardian.

On January 4th, 1901, said guardian qualified and gave as his bondsmen the American Bonding and Trust Company of Baltimore, and on November 5th, 1902, said bonding company moved the court to release it from said bond, which was done, (see orders 1 & 2).

On November 6th, 1902, said guardian qualified and gave as his bondsmen M.N. Glass, C.M. Glass, J.F. Glass and Jesse Anderson, and July 13th, 1903, said Jesse Anderson moved the court to be released from said bond, which was done, (See orders 3 & 4).

On July 13th, 1903, said guardian qualified and gave as his bondsmen L.G. Glass, W.E. Glass and H.T. Fergurson, and these three sureties remained as his bondsmen up to March 3rd, 1904, when on motion of H.T. Fergurson to be released from said bond, the said guardian was required to give a new bond, which he failed to do, and J.F. Glass was appointed and gave bond in his stead.

On November 5th, 1902, when the American Bonding and Trust Company of Baltimore was relieved from the bond, no funds had been received by said guardian up to that date; but on January 1st, 1903, during the life of the bond on which M.N. Glass, C.M. Glass, J.F. Glass and Jesse Anderson were bondsmen, it seems the whole of the funds were received by said guardian. As to when said funds were squandered by said guardian, if at all, the evidence does not disclose. But under the law of this State, as your commissioner views it, the securities on the last bond, to-wit, L.G. Glass, W.E. Glass and H.T. Fergurson, are liable for the whole of the default of said guardian, of \$905.24, or to the sum above shown to be due each ward respectively, and the pro rate share of said H.T. Fergurson's liability on said bond is 1-3 of said guardian's default of \$905.24, or \$301.75, as of January 1, 1906, (See §§ 179 & 2687 of the code; Virginia Law Reg., Vol. 8, p. 511; 23 G., p. 525), and this is based upon the assumption that his other two co-sureties are solvent.

And now having fully reported upon all matters specially



referred by the court, or required by any one in interest, or deemed pertinent by himself, your commissioner here respectfully submits this his report, this December <sup>1st</sup>~~10~~, 1905.

*A. M. Goins*

Special Commissioner.

Fee for this Report, \$ 18 <sup>00</sup>/<sub>100</sub>

Fee charged to \_\_\_\_\_

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 24 hours, in performing the services for which the fee above stated is charged, and do so certify, this <sup>1st</sup>~~10~~ day of Dec., 1905.

*A. M. Goins*

Special Commissioner.



NOTICE.

oooooooo

At a Circuit Court for the County of Lee, continued and held  
on the 24th day of February, 1905, at the courthouse of said county:-

John D.Morgan et al.        )  
                                  )  
                  vs.                )     In Chancery.  
                                  )  
Henry T.Ferguson et al.    )

-----  
\*\*\*\*\*"It is further adjudged, ordered and decreed

that L.G. and W.E.Glass are hereby adjudged, a lien upon said prop-  
erty from the 25th day of Nov., 1904, the date of the filing of their  
lis pendens, for such pro rata amount as the said H.T.Ferguson may  
hereafter be adjudged to pay upon a bond executed by J.P.Glass, guar-  
dian for H.H.Glass and others, as principal, and the said H.T.Fer-  
guson, L.G.Glass and W.E.Glass, as sureties, which bond was dated  
the 13th day of July, 1903; and it further appearing to the court  
that the said J.P.Glass has been removed as guardian for said H.H.  
Glass and others, and that J.F.Glass has been appointed as guardian  
in his room and stead, and that the said J.P.Glass has not made his  
settlement for his wards, the said H.H.Glass, H.S.Glass and Una Glass,  
and that said J.P.Glass and J.F.Glass, though made a party to said  
petition, have not been served with process herein, and that said  
J.P.Glass is a non-resident, the said plaintiffs herein are ordered  
to mature their said petition against said J.F. Glass and J.P.Glass  
by proper process; and it appearing to the court that said J.F.Glass  
has not taken steps to recover the money due his wards from the said  
J.P.Glass, a rule is hereby awarded against him to show cause, if any-  
he can, why he should not proceed to 'compell settlement from said  
J.P.Glass and his sureties for the amount which may be owing to said  
wards. It is further adjudged, ordered and decreed, that after the  
said plaintiffs in this petition have ~~matured~~ matured their said peti-  
tion as against said J.F. and J.P.Glass, that A.M.Goins, who is hereby  
appointed a special commissioner for the purpose, and after giving  
the resident parties 5 days notice of the time and place of his sit-  
ting, will proceed to ascertain and report to this court the amount  
for which said sureties are liable on said guardianship bond, and  
report the pro rata share that said H.T.Ferguson shall be liable  
thereon". \*\*\*\*\*

A Copy, Teste:-

-----, Clerk.

-----  
COMMISSIONER'S NOTICE.

The paries interested in the decree from which the foregoing  
is an extract, will take notice that, on the 1st day of August, 1905,  
at my office in the town of Jonesville, Va., I shall proceed to ex-  
ecute the same, when and where they are required to attend, with such  
books, papers, vouchers, and evidence as will enable me to comply  
with the order of the court. This July 22nd, 1905.

*A. M. Goins*

Commissioner.

-----  
"A"



For  
J. F. Glass.

I accept legal service  
of the within notice,  
this July 25<sup>th</sup> 1905:  
J. F. Glass

Sign here  
N3

Adjourned to Aug  
9<sup>th</sup> 1905, same place  
A. M. Gwin  
Comm.



NOTICE.  
oooooooooooo

At a Circuit Court for the County of Lee, continued and held  
on the 24th day of February, 1905, at the courthouse of said county:-

John D.Morgan et al.       )  
                                  )  
                                  )       In Chancery.  
                                  )  
Henry T.Fergurson et al.   )

-----  
\*\*\*\*\*"It is further adjudged, ordered and decreed  
that L.G. and W.E.Glass are hereby adjudged a lien upon said prop-  
erty from the 25th day of Nov., 1904, the date of the filing of their  
lis pendens for such pro rata amount as the said H.T.Fergurson may  
hereafter be adjudged to pay upon a bond executed by J.P.Glass, guar-  
dian for H.H.Glass and others, as principal, and the said H.T.Fer-  
gurson, L.G.Glass and W.E.Glass, as sureties, which bond was dated  
the 13th day of July, 1903; and it ~~is~~ further appearing to the court  
that the said J.P.Glass has been removed as guardian for said H.H.  
Glass and others, and that J.F.Glass has been appointed as guardian  
in his room and stead, and that the said J.P.Glass has not made his  
settlement for his wards, the said H.H.Glass, H.S.Glass and Una Glass,  
and that said J.P.Glass and J.F.Glass, though made a party to said  
petition, have not been served with process herein, and that said  
J.P.Glass is a non-resident, the said plaintiffs herein are ordered  
to mature their said petition against said J.F.Glass and J.P.Glass  
by proper process; and it appearing to the court that said J.F.Glass  
has taken no steps to recover the money due his wards from the said  
J.P.Glass, a rule is hereby awarded against him to show cause, if any  
he can, why he should not proceed to compell settlement from said  
J.P.Glass and his sureties for the amount which may be owing to said  
wards. It is further adjudged, ordered and decreed, that after the  
said plaintiffs in this petition have matured their said petition  
as against said J.F. and J.P.Glass, that A.M.Goins, who is hereby  
appointed a special commissioner for the purpose, and after giving  
the resident parties 5 days notice of the time and place of his sit-  
ting, will proceed to ascertain and report to this court the amount  
for which said sureties are liable on said guradianship bond, and  
report the pro rata share that said H.T.Fergurson shall be liable  
thereon". \*\*\*\*\*

A Copy, Teste:-

-----, Clerk.

-----  
COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing  
is an extract, will take notice that, on the <sup>1st</sup> day of August, 1905,  
at my office in the town of Jonesville, Va., I shall proceed to ex-  
ecute the same, when and where they are required to attend, with such  
books, papers, vouchers, and evidence as will enable me to comply  
with the order of the court. This July 22nd, 1905.

-----  
*A. M. Goins*  
-----  
Commissioner.

*[Handwritten signature]*



John D. Morgan et al.  
vs. J. M. Chancery.

Henry T. Fergusson et al.

Court's Notice for taking  
Account Aug. 1<sup>st</sup>, 1908.

Legal Service is accepted  
for the Plaintiffs -  
Punishment Busby.

Geo. P. Criddle S. A. L.  
for infant depts.

C. T. Duncan.

Attys.



John D. Morgan et al.  
vs. } Comr's Report.

H. T. Fergusson et al.

Filed Dec. 1<sup>st</sup>, 1905,  
H. T. Fergusson,  
Clerk

Comr's Fee, \$18<sup>00</sup>/<sub>100</sub>

The undersigned, the Receiver of the Comptroller  
has not received the two letters and the Board  
refused to do the account and the Board has not  
acted and paid by letter.

to J. Fergusson for  
H. T. Fergusson



Morgan et al

Complainants

vs.

Ferguson et al

Defendants.

To the Hon J. A. W. Skene, Judge of  
The Circuit-Court for the Co.:-

Your undersigned Special  
Cmr. in the above styled case has been  
to report that H. R. Sleep, who purchased the  
S. S. Ferguson land, sold by me in this case  
paid to your Cmr. on Dec. 1905, the first  
note, which amounted, principal and int-  
to the sum of \$10,000, which sum your  
Cmr. has paid out to the parties entitled,  
and an itemized statement of which will  
be rendered in his final report of receipts  
& disbursements. Your Cmr. further reports  
that on July 19th, 1906, the said H. R. Sleep secured  
Dr. B. S. Young to pay to your Cmr. the  
second note, which amounted on that  
day to the sum of \$15,480.00, principal and  
interest, with the agreement that your Cmr  
should assign to said Young said note,  
without recourse, and with the agreement  
that a deed should be made to said Sleep  
reserving a vendor's lien in favor of  
said Young for said sum of money  
until paid. Your Cmr. will disburse  
the funds for the last note in his hands  
& make report to this Court. July 27, 1906

Respectfully Submitted,

Robt. H. Cunningham, Cmr.



John D. Morgan  
C. & W. Report, Conn

W. T. Ferguson

Filed July 28, 1904

H. T. Ewing,  
Clerk.







John D. Mearns  
v. Dr Chas. H. Mearns

H. F. Fergusson & Co

Final report.

Filed May 25, 1906.



\*

219.00 ✓  
 342.00 ✓  
 163.01 ✓  
 55.75 ✓  
 237.42 ✓  
 114.92 ✓  
 89.02 ✓  
 125.41 ✓  
 304.15 ✓  
 278.68 ✓  
 76.90 ✓  
 238.20 ✓  
 33.11 ✓  
 25.50 ✓  
 156.25

2,459.32\*

1 8 8 8 2  
 2 5 9 8 1 4



Dec. 1- 1905-

Claims v. J.H. Ferguson not paid

C.J. Newberry - 200.00

Int from Nov 15, 1904 to Nov. 20- 12.15

212.15

Gr. Nov. 20, 1905 by P.H.P. 89.02

123.13

Int to Dec 1- 1905 .24

184 Int to Feb. 20  
123.57

L. G. & H. E. Thompson & Co. Jan 7- 1906-

301.75

J. J. Ball. Judge. 205.76

Int to Dec 1- 1905 for 2/23/1905 10.25

Certs on this at lower -

318

256.01

1949

278.68

Powell's Valley, Bm 16 111.35

Int to Dec 1- 1905 for 12/11/1904 6.66

Certs on Petition 6.13

124.14

W. S. Lichner & Co - 206.75

Int from 9/23/1905 to 11-1/2/1905 2.05

Certs of Petition 563

215.13

114009

21900

44200

19401

5575

23742

11492

8902

1251.12



Commissioner's Office,

July 15

1905

To the Circuit Court of the County of

Your Commissioner reports to the Court, that on the 22 day of July 1904 John P. Gloss Guardian for Nancy A. Gloss (now Hickman)

exhibited before your commissioner a statement of all the money which he, the said

Guardian, had received or become chargeable with or disbursed within Dec 1-1902 & to July 22, 1904

together with the vouchers for such disbursements; that the commissioner embraced the

said Guardian in the list of fiduciaries, whose accounts were before

him for settlement, which was posted at the front door of the court-house of said county, on the

Mon first day in July 1905 Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said Guardian

, and on

the 22 day of July 1905, finds a balance of \$ due

that he has settled in full with his words & paid to D. H. Hickman Rec. for her the sum of \$210.47 of which sum \$ is interest. The account is supported by satisfactory vouchers,

and is herewith returned.

Your commissioner further reports to the Court, that the bond given by the said

is in a sufficient penalty and with sufficient sureties,

and is such as the law requires.

Given under my hand, as Commissioner of Accounts of the said court, on the day and year

first aforesaid.

J. H. Cunningham Commr.



Virginia,

At a Circuit Court begun and held for Lee County, at the Court-house thereof, on Monday the 18th day of September, 1905.

J. P. Glass, Guardian for Nancy A. Glass, (Hickam), this day produced to the Court a settlement and report of his guardianship account, made by R. L. Pennington, Commissioner of Accounts for Lee County, and it appearing to the Court that said settlement and report have been filed in the Clerk's Office of this Court, the time required by law, and no exceptions, have been filed thereto and seen and inspected by the Court the same are confirmed and ordered to be recorded.

A Copy-Teste: J. H. T. Ewing  
Clerk.

J. P. Glass Guru

with { Guru  
ACCOUNT.

Nancy A. Glass

(Hickam)  
Recorded in Fid. Set.

No. 5; page 81 re.

Filed the 17 day of July  
19 05



John P. Glass				In acct with his said ward.		Dr.	Cr.
1902	Aug 1	By this sum due Glass.					4678
July 22	1902	To this sum for Rebecca Homest		33835			
		" Rent for 1902 of C. F. Duncan		1500			1500
		" Cow pasture		320			
		" Horse "		100			
		" Cow " of Buck Nor		1000			
		" 98 barrels Corn @ 33		3234			
		" Gross Rent of N. M. Hickman		6000			
		" Cots due Rebecca Glass		50			
1903		" Rent of House of C. F. Duncan		1500			
		" Cow Pasture "		1000			
		" House rent Buck Nor		1100			
		" Cow pasture		1100			
		" Gross rent C. F. Wygolds		6000			
July 18	1904	By amt pd A. B. Munsey Cts					144
		" " " for tax					951
Nov 1		" " " N. M. B. Nor					2200
Oct 1		" " " W. M. Glass					1687
Nov 1		" " " Robt Warner					2800
		" " " C. F. Duncan					1450
Nov 1	1903	" " " N. M. B. Nor					6768
		" " " C. F. Duncan					1577
		" 1/4 " " J. H. Hall D. S.					159
Nov 1		" " " Robt. Warner					2600
		" " " R. P. Cunningham Cms					250
		" " " Economy Cts					50
		" 10% Com					5673
July 22	1904	" this amt pd D. E. Hickman Rec.					21047
		" Amt Glass's account					5430
		" " pd N. Butler					525
		To Amt for House Rent		1250			
				57989			57989



D.E. Hippen & M. M. Mueller -  
To John. O. Glom -

1908  
Dec

✓ 1 Note -

160 00

Cost -

129 44

Int to July 22, 1908 - 1 yr 2 mo <sup>16 days</sup> -

11 68

1 Note

160 35

Int to July 22, 1908

11 68

Cost of Int -

9 44

362 59

Subst Cost -

18 88

343 71

304 30

39.41



J. P. Glor Guen  
for Howard H -  
Glor - et al  
filed July 24  
1902



John P. Glenn. Glenn for Amy A. Glenn (now Jackson)  
In Act with said estate Dr. Cr

1902	Dec 1	By this sum due Glenn -	4678	4678
1902	Feb 22	To this sum from Rebecca Glenn Est	33835	
		" Rent for 1903 from C. J. Deussen	1500	
		" Coal pasture "	320	
		" Harn "	100	
		" Cow " Buck Hoe	1000	
		" 98 bush Corn at 33	3234	
		" Grain Rent from H. M. Jackson	6000	
		" Oats said Rebecca Glenn	50	
1903		" Rent of Harn C. J. Deussen	1500	
		" Coal pasture of "	1000	
		" Harn Rent of Buck Hoe	1100	
		" Coal Pasture	1100	
1904		" Grain Rent of C. J. Deussen	6000	
Feb 18		By Cash paid A. B. Manning Clerk (11) x	56739	144
1902		" " " for tools - (2)		951
Nov 1		" Cash paid H. M. B. Noe (3)		2200
Oct 1		" " " H. M. Glenn - (4)		1687
Nov 1		" " " Robt. Warner (5)		2800
Nov 1		" " " C. J. Deussen (6)		1450
Nov 1		" " " H. M. B. Noe (7)		6768
" 1		" " " C. J. Deussen (8)		1577
" 1		" 1/4 " " W. Hall D. S. (9) x		159
Nov 1		" " " Robt Warner (10)		2600
		" Cash paid R. L. O. Comer -		250
		" " " Ewing Clark -		50
1904		" 10% Com on 567.39 -		5673
Feb 27		" This sum turns over to A. B. Manning Clerk		21047
		By Act of Wills Act.		
		Omitted in Settlement (11)		5430
		By Cash paid H. M. Jackson		
		for fencing - (12)		525
			56739	55734
		Horn Rent for 1902 -	1250	
			57989	\$57989





February 2 - 1904 No. \_\_\_\_\_  
\$210.47

Received of J. H. Lee for Money due  
Two Hundred & Ten & 47/100 Dollars  
on fund due Money A. Lee now  
for Lieber from him or Lee -

D. E. Hickory  
Rec. for Money then back





Feby 22 1904

No.

\$7.00

Received of J. P. Glen  
Seven Dollars

Making acct for Howard Glen et al

Robt L. Pennington Cash



Mr. *Kanay a Glass*

*BW*

Jonesville Dist. No. 3.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P	No. L	1902 Val.	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 30 cts. on \$100	Road Tax 30 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Schl tax 10 cts on \$100	TOTAL AMT OF TAXES.
Head Tax			\$1.00		50				<del>\$1.50</del>
Per. Prop.									
No. Tracts <i>251</i> Acres		<i>753</i>	<i>224</i>	<i>76</i>	<i>244</i>	<i>244</i>	<i>76</i>	<i>76</i>	<i>904</i>
Lots									
TOTAL									<i>904</i>
5 per cent pen'ty									<i>45</i> <i>9.51</i>

Received Payment,

*W. E. Cuyne*

D. Treas.



(2)



Received of J. P. Glass Gardiner  
Twenty two (22<sup>00</sup>) for Labor  
on Wood Glass Sand trucks at  
Bushing Rail Making fence &c  
This Jan 1 / 1902

W. M. <sup>his</sup> Moore  
<sub>Master</sub>

Thomas Glass



- 3 -



Merchant

*Kennedy or Mead* J. P. GLASS,

Nesson, Va., *Oct 1*, 1902



of *J. P. Glass Gardiner*

*Sixteen* <sup>87</sup> Dollars,

*for Labor on Mead's <sup>100</sup> Acre Land*

\$ *16.87*

Per *Wm. H. Glass*



4



Merchant

Source Glass

J. P. GLASS,

Nesson, Va., Nov 1, 1902



of J. P. Glass Guardian

Twenty Eight <sup>100</sup>/<sub>100</sub> Dollars,

for Subar on Mend Glass Samed

\$ 28<sup>00</sup>

Per Robert F. Warner  
Mast



5



Merchant

J. P. GLASS,

*Nancy A. Glass*

*Wesson, Va., Nov 1*

*1902*



of

*J. P. Glass Gardiner*

*Fourteen &*

*50* Dollars,  
100

*for Labor on Meade Glass Sand dunes*

\$ *14<sup>50</sup>*

Per *J. Duncan*

*Payment on Rent \$*



6



Merchant

J. P. GLASS,

*Nancy A. Glass* Wesson, Va., *Navy*, 1903



of *J P Glass Gardian*  
*Exy sume* 48 Dollars,  
100

*for Labor and Mendel's Pond*  
\$ *67.68*

Per *W M B. Roe*  
*not*







Merchant

*Thomas Glass*

J. P. GLASS,

Wesson, Va., *Nov 1*, 1908



of *J. P. Glass Gardiner*  
*Fifteen & 77* Dollars,  
100

*for Sahar on Meadow Glass Sand as*  
\$ *15.77*  
Per *C. H. Lumsden*

*Payment on Rents 40*



8



416,38  

---

1.54

Jan. the 19 1908  
Received of  
J. P. <sup>Gard-</sup> Slack & Hallay  
& thirty eight as cost  
in the American Trust  
& Baltimore Co.  
J. P. Hall & S.



Recht  
of J. W. Hall

9



Received of J. P. West Gardion  
Twenty Six (26<sup>00</sup>) for Labor on  
Mead Bluffs Sand Arch at  
Fencing Bushing Rall McKin and C  
This Date 1 / 1903  
Robert <sup>his</sup> Warner  
Arch

Thomas Ghor



-10-



Oct 13<sup>th</sup> 1902 acct of J. P. Glass. Cashier  
For Nancy, W. Glass

"	"	To one Umbrella <sup>75</sup> Dress goods <sup>80</sup> =	1 55
"	18	" Lady Vest <sup>80</sup> Ribbon <sup>10</sup> Tablet <sup>10</sup> =	70
"	23	" Dress goods <sup>58</sup> Thread <sup>5</sup> Loom <sup>10</sup> =	73
Nov	6	" Neck tie <sup>25</sup> Shoes <sup>120</sup> =	1 45
"	8	" Hair Pins <sup>5</sup> Calico <sup>22</sup> =	27
"	18	" Lady hat <sup>135</sup> Gingham <sup>30</sup> =	1 65
"	27	" " Cape <sup>250</sup> Mds <sup>60</sup> =	3 10
"	"	" over Shoes <sup>90</sup> Nails <sup>24</sup>	1 14
Dec	8	" Prints <sup>39</sup> Corset jeans <sup>25</sup> Water Proof <sup>193</sup>	2 57
"	"	" Dress Flannel <sup>360</sup>	3 60
"	12	" Buttons <sup>24</sup> Thread <sup>20</sup> =	44
"	"	" Velvet <sup>50</sup> Prints <sup>32</sup> Shinity <sup>19</sup>	1 01
"	"	" Ribbon <sup>15</sup> Cotton Plads <sup>16</sup>	31
"	25	" auting <sup>40</sup> — — —	40
Jan	1	1903 Bal Due — — —	\$ 18 92
"	6	" To hood <sup>50</sup> Umbrella <sup>75</sup> =	1 25
"	17	" F. Shoes <sup>1.65</sup> Nails <sup>48</sup> =	2 13
"	24	" C Shoes <sup>1.15</sup> <sup>(30)</sup> Facinator <sup>50</sup>	1 65
Feb	7	" Domestic <sup>23</sup> Prints & Thread <sup>47</sup>	70
"	14	" Prints <sup>45</sup> Cotton Bats <sup>15</sup> Cough Syrup <sup>25</sup>	85
"	20	" Dress goods <sup>2.10</sup> Thread <sup>10</sup> =	2 20
"	26	" Leather <sup>10</sup> Cotton Cks <sup>16</sup> =	26
Mar	7	" Bleach hamberge & Thread <sup>152</sup> =	1 52
"	10	" Buttons <sup>7</sup> Sawers & Lace <sup>65</sup> =	72
"	11	" Lace <sup>15</sup> Bleach & hamberge <sup>85</sup>	1 00
(Forward)			\$ 31 20



Mar	11	To amount Paid	=	\$ 31 20
"	14	Mds <sup>76</sup> nails & Dish <sup>50</sup> Thread <sup>5</sup>		1 3 9
"	18	Shoes & Corset <sup>25 5</sup> =		2 55
"	"	Lady's hose <sup>25</sup> one Trunk <sup>2.25</sup> =		2 50
"	24	Dress goods <sup>105</sup> White goods <sup>8</sup> Lace Points <sup>14</sup>		1 36
"	30	Lady's Hose <sup>10</sup> Bed Ticking <sup>45</sup> Mds <sup>54</sup> Cal <sup>20</sup>		1 29
"	"	Mds <sup>21</sup> Valisee <sup>75</sup> Cash <sup>10</sup> =		1 06
April	8	C Shoes <sup>120</sup> Percals <sup>42</sup> =		1 62
"	9	Dish <sup>35</sup> Dress goods & Table Cloth <sup>245</sup>		2 80
"	17	Dress goods <sup>70</sup> Hat Pins <sup>5</sup> Mds <sup>21</sup>		96
May	2	Mds <sup>41</sup> Lace Window Curtains <sup>200</sup>		2 41
"	"	4 Hand Tawells <sup>75</sup> F. H. C. <sup>55</sup> Calico <sup>51</sup>		1 91
"	"	Shoes & Buttons <sup>2.10</sup> Ribbon & Mds <sup>45</sup>		2 55
"	26	Mds By Self <sup>70</sup> =		70
Total				54 3 0

This acct made aff this  
20 day of Feb 1904 By  
J. P. Mess. Guardian  
Aunt of Rents Recd-

1902	Rent of Horn for C. D. Duncann	✓	15 00
	Cow pasture " "	✓	3 20
	Horn " " "	✓	1 00
	Cr. by Wm. Duncann on Pledge - 14.50		
1903	Rent of Horn - for C. D. Duncann	✓	15 00
	Cow pasture	✓	10 00
	Cr. by Wm. Duncann on Pledge \$15.77		
1902	Rent Cow pasture for Pledge. Wm	✓	10 00



1902	98 Bush Corn @ 33—	
	Hamm Rent for Release Glen.	✓ 12.50
	br. by Work on place	16.87
1903	Hamm Rent Book Now	✓ 11.00
	Corn for " "	✓ 11.00
	Pd. Prod. Now. Rent — 67.68	
	Corn for 1903 — 175 — bush	
	Oats 1903 96 doz —	
1902	Hamm Rent for N. M. Hist. com	✓ 60.00
1903	" " " J. C. Hyge —	60.00
1902	Oats sold Beck Hess	✓ 50

Sworn to before me Feby 24, 1904  
by J. P. Glen.

Robt L. Cunningham Clerk

42  
"

Nancy A. Glass  
acct



Honey A. Hickom

To J. P. Glen - Glen -

1801-

To Aunt prot. W<sup>m</sup> Baker

1050 ft. of Lumber for fence -

\$5.25

Sum to be paid me Feb 24, 1904

Robt. H. Penneyton Esq



- 12 -



To H.L.Slemp, H.T.Ferguson, Mollie J.Ferguson and Palmer J.Newberry:

You, and each of you, are hereby notified that on the 27th day of April, 1905, at Wise Court House, Wise County Virginia, I shall move the Hon. H.A.W.Skeen, judge of the Circuit Court for Lee County, and make motion before him in vacation for an order confirming the sale that was made to <sup>H.L.Slemp</sup> ~~me~~ of the land ordered to be sold in the chancery cause of myself and others against H.T.Ferguson et al, and pening in the circuit court for Lee county, which sale was made by R.L. Pennington Commissioner on the 15th day of April, 1905, at the front door of the court house of Lee County, and bid off by the said H.L. Slemp at the price of \$2498.00, and consisting of the tract of land and Mollie J.Ferguson that was conveyed to Palmer J.Newberry, by H.T.Ferguson, which deed was set aside by decree rendered in the said cause, and the land thereby conveyed ordered to be sold. The court in vacation will also be asked at the same time to award to the said H.L.Slemp a writ of possession for said tract of land.

Yours respectfully,

John D.Morgan,

by Pennington Bras Attys



John D. Maynard

Notice of motion  
to confirm sale  
to H. K. Sump-  
in vacation

H. Ferguson & Co

Legal service of the  
within notice is  
hereby accepted. This  
April 17, 1905  
H. S. [illegible]

J. H. Sleep by  
Percey's Bros. del.

Executed April 17, 1905  
by delivering a true copy  
of the within notice to  
J. F. Ferguson, Mayor of  
Ferguson & Oliver J. Kuehnly

M. D. Perry

Virginia Lee Co to Wash. D.C.  
I M E Thomas

Virginia Lee Co to Wash. D.C. for the Country do hereby certify that  
I M. E. Flannery D.C. for the County do hereby certify that  
M. E. Flannery this day made oath before me that the foregoing returns  
to true & that he believed the copies then stated to the persons stated  
this April 18. 1905 M. E. Flannery D. Clerk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU to summon H. T. Ferguson and Mollie J. Ferguson

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules to be holden for said Court, on the first Monday in December, 190<sup>4</sup>, to answer John D. Morgan

of a plea of  
debt for Three Hundred Dollars,

Damage \$300.00 Dollars. And have then there this writ.

H. C. T. Ewing,  
Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 16th day of November, 190<sup>4</sup>, and in the 12<sup>th</sup> year of the Commonwealth.

A Copy—Teste.

Clerk.

H. C. T. Ewing, Clerk.



John D. Morgan  
Summons in action of  
vs. } Debt

H. T. Ferguson et al  
Pennington Bros., P. O.

1st December Rules.

1904 Dec Circuit Court.

Executed Nov 18-1904  
by delivering a true and  
attested office copy of  
the within summons  
To H. T. Ferguson and  
Mallie J. Ferguson  
D. B. Byington C. L. C.



Circuit Court of the County of Hen, to-wit:  
18th Dec. Rules, 1890

John D. Morgan

complain of Henry T. Ferguson & Mallie J. Ferguson

of a plea that They render unto him the sum of \$ 300 00, which to him  
they owe, and from him unjustly detain; for this, to-wit: that heretofore, to-wit: on the  
18th day of Nov. 1890, at the said \_\_\_\_\_ of \_\_\_\_\_, the  
said defendant s, by this certain writing obligatory, sealed with their seals, and now to  
the court here shown, the date whereof is the date and year aforesaid, acknowledged themselves to  
be held and firmly bound unto the said plaintiff in the sum of \$ 300 00, above demanded, to be  
paid to the said plaintiff one day after date thereof, & on to said debt they  
each owing the benefit of the homestead exemption laws.  
Yet the said defendant s, although often requested, have not as yet paid to the said plaintiff the  
said sum of \$ 300 00, above demanded, nor any part thereof, but the same to pay ha \_\_\_\_\_ hitherto  
wholly failed and refused, and still do \_\_\_\_\_ fail and refuse, to the damage of the said plaintiff,  
\$ 300 00. And therefore he brings s his suite.

Pennington Bros.



John D. Morgan

US. } DECLARATION  
IN  
DEBT ON A BOND.

H. F. Ferguson wife

C. Brown

p. q.

1904. 1<sup>st</sup> Dec. Rules

Decl filed Sum. ex-  
ecuted & C. O.

" 2<sup>nd</sup> Dec. Rules

C. O. confirmed &  
Cause set for hear-  
ing

Costs:

Clerk \$5.00

D.B.B.C.L.C. 1.00

\$6.00



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU to summon ~~H. T. Ferguson and Mollie J. Ferguson,~~

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules to be holden for said Court, on the ~~first~~ Monday in ~~December~~ 190 ~~1~~, to answer ~~XXXXXXXX Henry J. Morgan,~~

of a plea of

~~Debt for Two Hundred Dollars,~~

Damage ~~Two Hundred Dollars~~ ~~XXXXXXXX~~ Dollars. And have then there this writ.

Witness, ~~H. C. T. Ewing~~  
~~XXXXXXXXXXXX~~ A. B. MUNSEY, Clerk of our said Court, at the court-house, the ~~16th~~ day of ~~November,~~, 190 ~~4~~, and in the 12 ~~9~~ year of the Commonwealth.

A Copy—Teste.

Clerk.

*H. C. T. Ewing, Clerk.*



*Henry J. Morgan*  
Summons in action of  
vs. }

*H. T. Ferguson et al*  
*Pennington Bros., P. O.*

*1st December* Rules.

*1904, Lee* Circuit Court.

Executed Nov 18-1904  
by delivering a true and  
attested office copy  
of the within summons  
to H. T. Ferguson  
and Mattie J. Ferguson  
D. B. Byrington  
C. L. C



Circuit Court for Lee County, to wit:

1st December Rules, 1904.

Henry J. Morgan Complains of H.T. Ferguson and Mollie J. Ferguson of a plea that they render unto him the sum of Two Hundred Dollars, with legal interest thereon from the 10th day of October, 1904, untill paid, which to him they owe and from him unjustly detain. For this, to wit: that heretofore, to wit, on the 10th day of June, 1903, the said defendants made their <sup>usurious promissory note</sup> certain note in writing, commonly called a negotiable note, the date whereof is the day and year aforesaid, and then delivered the same to the said plaintiff, whereby the said defendants promised and agreed one day after date of the said note, for value received, to pay to the said plaintiff the sum of <sup>above demanded</sup> Two Hundred Dollars, negotiable and payable without offset at the Powell's Valley Bank, Jonesville, Va., and the said plaintiff avers that afterwards, to wit, on the 11th day of June, 1903, when according to the tenor and effect thereof and the usage and custom of merchants, the said note became due and payable, the same was not presented and shown for payment at the said bank, nor was the same protested for non payment, because in the face of the said note it was provided that presentment, demand, protest and notice of protest was duly waived. Plaintiff avers that after the execution of the said note and the same became payable the said defendants have paid the interest thereon down to the 10th day of Oct 1904. By means whereof, and by reason of the non payment of the said note as aforesaid and the said sum of \$200 above demanded an action hath accrued to the said plaintiff to demand and have of and from the said defendants the sum of \$200, with interest thereon from the 10th day of October, 1904, till paid, as above demanded.

Yet the said defendant, <sup>s</sup> although often requested, have not as yet paid the said plaintiff the sum of <sup>said</sup> Two -- Hundred Dollars, above demanded, or any part thereof, but the same to pay have heretofore wholly failed and refused, and still doth refuse, to the damage of the said plaintiff \$200.00, and therefore he brings his suite.

*Pennington Bros* P.Q.



Henry J. Morgan,

& 3 ~~ad~~

W. F. Ferguson, Dec

1904 1<sup>st</sup> Dec Ruler

Dec'l filed Sum. ex-  
ecuted & C. O.

" 2<sup>nd</sup> Dec. Ruler

C. O. Confirmed &  
cause set for hear-  
ing

Costs:

Clerk \$5.00

R. B. C. L. C. 1.00

\$6.00

Pennington Bros.  
ATTORNEYS AT LAW  
JONESVILLE AND PENNINGTON GAP VA.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU to summon H.T.Ferguson

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules to be holden for said Court, on the first Monday in December, 1904, to answer the Powell's Valley Bank, an incorporation,

of a plea of  
Trespass on the case in assumpsit

Damage \$400.00 Dollars. And have then there this writ.

H.C.T.Ewing,  
Witness, ~~xxxxxxx~~ Clerk of our said Court, at the court-house, the 17th day of November, 1904, and in the 12th year of the Commonwealth.

A Copy—Teste.

Clerk.

H.C.T. Ewing, Clerk.



Powell's Valley Bank

Summons in action of

vs. }

Harry T. Ferguson  
Pennington Bros. & Co.

1st Dec.

Rules.

Lee

Circuit Court.

Executed Nov the 18-1904  
by delivering a true and  
attested office copy  
of the within summons  
to H. T. Ferguson  
D. B. Byington C. L. C.



Virginia,

Circuit Court for Lee County, to wit:

1st December Rules, 1904.

Powell's Valley Bank, an incorporation, complains of H.T. Ferguson of a plea of trespass on the case in assumpsit, for this, to wit; that heretofore, to wit, on the 15th day of August, 1904, <sup>said defendant</sup> made his certain note in writing, commonly called a negotiable note, whereby he agreed and promised to pay the said plaintiff, ninety days after the date thereof, the sum of Three Hundred and Twenty five Dollars, which said note was made payable, without offset, at the Powells Valley Bank, Jonesville, Va., and in which note the said defendant wived the benefit of the homestead exemption laws; the said maker of the said note also waived presentment, demand and protest, and agreed that in case the same was not paid at maturity and, and the same should be placed in the hands of an attorney for collection, or ~~if~~ suit should be brought thereon to pay the further sum of 10% as attorneys fees which should be added to and become a part of the judgement, and the said plaintiff avers that said note was not paid at maturity and was on the 18th day of November placed in the hands of an attorney for collection, and on that date suit was brought thereon. By reason whereof, an action hath accrued to the said plaintiff to have and demand from the said defendant the sum of \$357.50, with interest thereon from the 13th day of November, 1904, till paid, (\$325.00 of said sum being the amount of the face of the said note and \$32.50 the amount of attorneys fees provided therein) which said sum of money the said defendant undertook and faithfully promised to pay to the said plaintiff.

Nevertheless, the said defendant, not regarding his said several promises and undertakings, hath not as yet paid the said plaintiff said sum of money, or any part thereof, although often requested so to do, but to pay the same, hath hitherto wholly failed and refused, and still doth fail and refuse, to the damage of the said plaintiff \$400.00 and therefore he brings his suite.

Summary to Pross. P.Q.



Queens Valley Bank

v.s. <sup>3</sup> Assumpsit.

H. A. Fergusson

1<sup>st</sup> Dec. Rules 1904

Declaration filed  
Sum Executed & C. O.

2<sup>nd</sup> Dec Rules 1904.

C. O. confirmed  
and writ of Cnq. awarded.

Costs:

Clerk \$4.88  
D.B.B. Q.L.C. .50  
\$5.38



Virginia,

At a Circuit Court continued and held for Lee County at the Court house thereof on Tuesday, June 4th, 1901.

(See Common Law Order Book No. 6, p. 87 &c.)

On the motion of John P. Glass he is permitted to qualify as Guardian of Howard H., Nancy A., H. Sherman and Unie J. Glass, minor heirs at law of J.W. & Rebecca A. Glass. And thereupon the said John P. Glass, together with the American Bonding and Trust Co. of Baltimore City, entered into and acknowledged a bond in the penalty of (\$8000.00) Eight thousand dollars conditioned according to law, and thereupon the said John P. Glass took the oath prescribed by law.

(Bond is in regular form--

See Bond Book, p. 476 )

(Order 1.)



Virginia,

At a Circuit Court begun and held for Lee County at the courthouse thereof, on Wednesday November 5th, 1902.

(See Common Law Order Book No. 6 p. 134).

The American Bonding and Trust Co. of Baltimore,

vs.

On motion to be relieved on Guardianship Bond.

John P. Glass, Guardian for Howard H. Glass et als.

This day came the parties by their attorneys. Whereupon the plaintiff moved the court to be relieved upon the Bond of the defendant as Guardian for Howard H. Glass et als. executed on the 4th day of June, 1901, to which the said plaintiff is surety, thereupon it is considered by the Court that said "The American Bonding & Trust Company of Baltimore City are hereby relieved from further surety or liability upon the Bond of the said Guardian. And thereupon the said defendant offered in court to execute a new bond as such Guardian. Whereupon he was required to execute Bond in the sum of (\$5000.00) Five thousand dollars, and the said Glass not having sufficient Bondsmen present is given until Friday next to complete said bond unless which is done the authority of the said Glass as such Guardian is hereby revoked and annulled from this date, and he prohibited from acting as such, or receiving any other funds of said infants. And the said plaintiff will recover its costs of said defendant in this behalf expended.

(Order 2)



Virginia,

At a Circuit Court continued and held for Lee County at the courthouse thereof, on Tuesday November 6th, 1902.

(See Common Law Order Book No. 6 p. 135).

On motion of John P. Glass he is appointed Guardian for H.H. Glass, H.S. Glass, Nancy A. Glass and Unie J. Glass infants under age of twenty one years. And thereupon the said John P. Glass together with M.N. Glass, C.M. Glass, J.F. Glass and Jesse Anderson his sureties entered unto and acknowledged a bond in the penalty of (\$5000.00) Five Thousand Dollars conditioned according to law. And the said John P. Glass took the oath prescribed by law.

~~ORDERED THAT THE COURT BE ADVISED~~

(Bond in regular form--

See Bond Book No. 6, p. 442).

(Order 3)



At a Circuit Court continued and held for Lee County, Virginia,  
at the courthouse thereof on July 13th, 1903.

(See Common Law Order Book No. 6, page 167)

Jessee Anderson,

Plaintiff.

vs.

On a motion.

John P. Glass,

Defendant.

This day came the parties by their attorneys, and the defendant making no defense to said motion: It is considered by the court that the plaintiff be and is hereby released from further liability as one of the sureties of the defendants in his official bond as Guardian for H.H. Glass, H.S. Glass, Nancy A. Glass and Una J. Glass, and that said defendant be and is hereby required to execute a new bond with security as Guardian for said infants, and that the plaintiff recover against the defendant the costs of this motion.

(Order 4)



Virginia,

At a Circuit Court continued and held for Lee County at the courthouse thereof on Monday, July 13th, 1908.

(See Common Law Order Book No. 6, p. 168).

John P. Glass Guardian for H.H. Glass, H.S. Glass, Nancy A. Hickam nee Glass and Una J. Glass. infant heirs at law of J.W. Glass deceased, having been by the court. On motion of Jesse Anderson one of his securities on his official bond as such guardian required to execute a new bond, thereupon the said John P. Glass, together with L.G. Glass, W.E. Glass and H.T. Ferguson, his securities entered into and acknowledged a bond in the penalty of (\$5000.00) Five Thousand dollars conditioned according to law.

(Bond in regular form  
See Bond Book page 442).

(Order 5-)



Virginia,

At a Circuit Court continued and held for Lee County, at the courthouse thereof, on Thursday, the 2nd day of March, 1904.

(see Common Law Order Book No. 6, p. 226).

H.T.Ferguson,

Plaintiff.

vs.

On a motion to be relieved from bond &c.

J.P.Glass, Guardian for H.H.Glass, H.S.Glass, Nancy A. Hickam, nee Glass and Una J.Glass,

Defendants.

This day came the parties by their attorneys and for reasons appearing to the court, it is considered by the court that the defendant be and is hereby required to execute a new bond as guardian for said infants that the plaintiff be and he is hereby released from further liability as surety on the bond heretofore executed by said defendant as such guardian, and that the plaintiff recover against the defendant the costs of this motion.

#  
*At this point J.P. Glass was appointed and  
qualified as guardian.*  
#

(Order 6)



John N. Morgan et al  
vs. } In Chancery.

H. F. Ferguson et al

Orders of the Court  
relative to John P.

Glass' Guardianship  
bond.

Common Law O.B. No. 6.

"0."



Know all Men by these Presents, That we *John P. Gloss, L. G. Gloss*  
*N. E. Gloss and H. S. Ferguson*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *\$5000<sup>00</sup>*  
*Five Thousand* dollars, to the payment whereof, well and truly to be made to  
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
executors, and administrators, jointly and severally, firmly by these presents. And we hereby  
waive the benefit of our homestead exemptions as to this obligation, and any claim or right  
to discharge any liability to the Commonwealth arising under this bond or by virtue of said office,  
post or trust, with coupons detached from the bond of this State. Sealed with our seals, and  
dated this *13<sup>th</sup>* day of *July* one thousand ~~eight~~ *nine* hundred and ~~ninety~~ *three*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *John P. Gloss* has  
been permitted to qualify as guardian for *H. H. Gloss*  
*H. S. Gloss, Nancy A. Gloss and J. Gloss*, heirs of  
*Wm. J. Gloss deceased*.

Now if the said *John P. Gloss* shall faithfully  
discharge his duties as said guardian according  
to law, then this obligation to be void, or other  
wise to remain in full force & virtue.

then this obligation to be void or otherwise to remain in full force and virtue.

*At. Copy Teste:-*

*AB. Munnery Clerk*

*John P. Gloss*  
*L. G. Gloss*

*N. E. Gloss*

*H. S. Ferguson*

*Seal*

[SEAL.]

[SEAL.]

[SEAL.]

*Copy Bond Book page 442*

In the Circuit Court of the County of Lee, the \_\_\_\_\_ day of \_\_\_\_\_

189 .

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to  
be recorded, \_\_\_\_\_

the suret therein having first justified on oath that \_\_\_\_\_ estate, after the payment of all  
\_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound as security for others and expect  
to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
dollars, over and above all exemptions allowed by law.

Teste:

Clerk.



John P. Green

to { Copy  
of BOND.

Commonwealth.

Bond Book to 442

Exhibit to (W)  
J



THIS DEED made this 7th day of November, 1904, Between Henry T. Ferguson of the first part, and Mollie J. Ferguson his wife and Palmer J. Newberry Son of Mollie J. Ferguson of the second part all of Lee County and State of Virginia, WITNESSETH: That for and in consideration of one thousand dollars \$1000.00 to him the said Ferguson in hand paid the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the parties of the second part a certain tract or parcel of land lying and being in the County of Lee and State of Virginia, and on the waters of Wallen's Creek containing about one hundred acres, and is bounded as follows, to-wit: Beginning on top of Powell's Mountain at red oak chestnut oak and double service corner James M. Flanary's . Thence N. 23° W. 231 1/2 poles to a stake near the Creek W. 69 1/2 W. 5 1/2 poles to Sycamore on the South Bank of Creek, South 70° W. 12 poles to a rock near a barn, South 64° W. 37 poles to two willows, N. 33° W. 11 poles to a stake at the big road and with road N. 54 E. 32 poles to a Black walnut now down, N. 30 1/2 W. 71 poles to a white walnut & dogwood N. 16° W. 102 P. to service in the North line of the old tract, and with the same S. 65 1/2 W. to a stake on rock at a branch thence down and with said branch to a small sycamore close to a hog-pen thence E. to a stake at a fence South and a little E. of a grave-yard, thence S. down said fence and E. of an apple orchard to a gate post of the barn lot thence East with the road to a stake in Flanary's line a little East of the barn, thence S. to two willows mentioned as a corner, thence with a fence East opposite a fence running from the Creek up the mountain to the top to a stake or rock thence Eastwardly with the top of Mountain in to to the beginning, to have and to hold unto the said parties of the second part and their heirs forever, together with all its appurtenances thereunto belonging and the said Ferguson warrants generally the title to said tract or parcel of land hereby conveyed. Witness the following signature and seal.

Henry T. Ferguson

(Seal.)

Virginia, Lee County, to-wit:

I, John W. McPherson a Justice of the peace in and for the County and State aforesaid do certify that Henry T. Ferguson whose name is signed to the foregoing writing bearing date November, 7th, 1904, has



acknowledged the same before me in my County and State aforesaid.

Given under my hand this 7th day of November, 1904.

John W. McPherson, J. P.

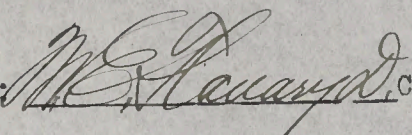
Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 9th day of November, 1904. This deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

Deed Book 42, page 172.

A Copy.

Teste:  Clerk.



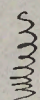
Henry J. Ferguson

Deed II To

Mollie J + Palmer Nudenz

Copy.

John D. Mayson et al

vs.  Exhibit "B."

H. J. Ferguson et al -

Cher k. 50



In the Circuit Court for Lee County, Va.;

John D. Morgan et al,

Complainants,

vs Lis Pendens of petitioners W.S. Hickam and A.G. Hyatt, Cashier

Henry T. Ferguson et al,

Defendants.

The general object of the suit above styled, which is now pending in the Circuit Court for Lee County, is to have set aside and declared null and void a certain deed executed by H.T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry, dated the 7th day of Nov. 1904, and which is of record in the office of the Clerk of Lee County in deed book No 42 page 172, and to have the property thereby conveyed, to wit a certain tract of land situated on Wallens Creek, Lee County, containing about 100 to 130 acres more or less, declared to be the property of the said H.T. Ferguson, and to have the said land subjected to the payment of the several debts set out in the plaintiffs' bill; and for the boundaries to said tract of land and a more particular description, reference is here made to said deed as afore said. And the said W.S. Hickam and A.G. Hyatt Cashier, have this day filed their petition in said suit as authorized by sec. 2460 of the Code of Virginia, setting up claim to a debt against the said H.T. Ferguson for the sum of 206.75, which will become due and payable on the 23rd day of Sept., 1905, being owing on account of a note executed by the said H.T. Ferguson as principal and W.S. Hickam as surety on the 23rd day of Sept, 1904, and due 12 months after date, and made payable to L.A. Hamilton, and endorsed by the said Hamilton to the said A.G. Hyatt, Cashier; and the general object of this petition is the same as that of the said original bill, namely, to have said deed set aside as to the said debt as aforesaid, said property declared the property of the said H.T. Ferguson, and to subject said land conveyed by said deed ~~subjected~~ to the payment the said debt as aforesaid, and to have said debt as aforesaid declared a lien upon said tract of land from the date of the filing of this petition and this lis pendens, and the same or enough thereof, sold, as shall be necessary to pay said debt. The persons whose estate is intended to be affected by this lis pendens and petition is that of H.T. Ferguson, Mollie J.



Ferguson and Palmer J. Newberry.

\*  
Dated this the 20th day of April, 1905.

*Robert H. Pennington*  
Of Counsel for Petitioners.

Virginia, Lee County, to wit:

I, M. E. Flanary, deputy clerk of the Circuit Court for Lee County, do hereby certify that R. L. Pennington, whose name is signed to the foregoing writing bearing date the 20th day of April, 1905, this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 20th day of April, 1905.

*M. E. Flanary* D. C.

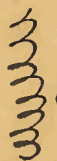
Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 20th day of April, 1905. This the foregoing Lis Pendens was presented, and together with the certificate annexed, admitted to record.

Teste: *J. H. Ewing* Clerk.  
*By M. E. Flanary D.C.*



N. S. Hickman et al

v.  Lumber Co.

H. S. Ferguson et al

---

Filed Apr. 20, 1905.

H. C. Fawcett, Clk.

Recorded in Deed  
Book 42 page

495. Examined  
April 21, 1905.

Indexed.

Clerk \$1.25.



In the Circuit Court for Lee County, Virginia:

John D. Morgan et al

Complainants,

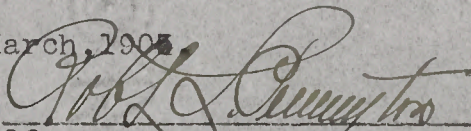
vs Lis Pendens of Petitioners F.E. Venable and Powell's Valley Bank,

Henrt T. Ferguson et al,

Defendants.

The general object of the suit above styled, which is now pending in the Circuit court for Lee County, is to have set aside and declared null and void a certain deed executed by H.T. Ferguson to Palmer J. Newberry and Mollie J. Ferguson, dated the 7th day of November, 1904, and which is of record in the office of the Clerk of Lee County in Deed Book No. 42 page 172, and to have the property thereby conveyed, to wit a certain tract or parcel of land situated on Waldens Creek, Lee County Virginia, containing about 100 acres more or less, declared to be the property of the said H.T. Ferguson, and to have the said land subjected to the payment of the several debts set out in said plaintiff's bill. For the meets and bounds of said tract of land reference is here made to the said deed above referred to and the said deed book; and the said F.E. Venable and said Powell's Valley Bank, have this day filed their petition in said suit as authorized by section 2460 of the Code of Virginia, setting up claim by the said F.E. Venable to a debt against the said H.T. Ferguson for the sum of \$50.00 with interest thereon from the 1st day of Sept, 1904, till paid, and another claim by the said Powell's Valley Bank for the sum of \$111.35 with interest thereon from the 11th day of December, 1904 till paid; and the general object of the said petition is the same as that of the said plaintiffs original bill, namely to have the said deed set aside, said property declared the property of H.T. Ferguson and subject to the payment of his debts and to have the debts of the said petitioners as aforesaid declared a lien upon said land conveyed by said deed and the same or enough thereof sold to satisfy said debts. The amount of said Petitioners several claims are as above set out, and the persons whose estate is intended to be affected by this petition and lis pendens ~~and petition~~ is that of H.T. Ferguson, Mollie J. Ferguson and Palmer J. Newberry.

Dated this the 7th day of March, 1905.

  
of counsel for said Petitioners.



Virginia, Lee County, to wit:

I, Millard E. Flanary, Deputy Clerk for Lee County, Virginia, do hereby certify that R.L. Pennington, whose name is signed to the foregoing writing bearing date the 7th day of March, 1905, this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 7th day of March, 1905.

Millard E. Flanary D. Clerk.

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 7th day of March, 1905. This Lis Pendens was presented, and together with the certificate annexed, admitted to record.

Teste: M. E. Flanary D. Clerk.



Quinn's Valley Book 42

4 3/4 Lio Pudeana

H. F. Furgum itae

Recorded in Deed  
Book 42 page 431  
Examined March  
Y. 1905. Indexed.

Clerk B. 1. 25.



In the Circuit Court For Lee County, Virginia:

John D. Morgan, et al,

Complainants,

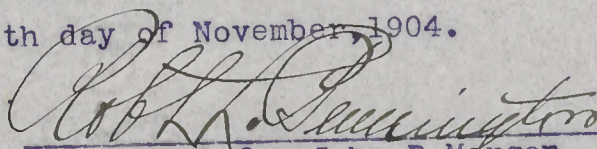
vs: Lis Pendens

Henry T. Ferguson et al,

Defendants.

The general object of the foregoing suit which is now pending in the Circuit Court for Lee County, Virginia, under the style above given, is to have set aside and declared null and void a certain deed executed by Henry T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry on the 7th day of November, 1904, which deed is recored in Deed Book No., 42 page 172, and to have the property thereby conveyed to wit: A certain tract or parcel of land situated on Walden's Creek, containing about 100 acres, more or less, and for the meets and bounds of the said tract of land, reference is here made to the said deed and the said deed book above referred to, declared to be the property of the said Henry T. Ferguson, and to <sup>the</sup> said land subjected to the payment of the said plaintiffs' claims as set up in the said suit, <sup>which are</sup> as follows: \$300.00 due to the said John D. Morgan, with interest thereon from the 18th day of November, 1904, till paid, \$200 due to the said Henry J. Morgan, with interest thereon from the 10th day of October, 1904, till paid, \$75.00 due to the said Mae E. Morgan, with interest thereon from the 1st day of December, 1903, till paid, \$346.50, due to the said Powell's Valley Bank, incorporated, with interest thereon from the 13th day of November, 1904, till paid, and \$50.00 due to the said Powell's Valley Bank, with interest thereon from the 16th day of Dec., 1903, till paid, as well as the costs of this suit. The persons whose estate is to be affected by this suit is that of Mollie J. Ferguson, Palmer J. Newberry and Henry T. Ferguson.

Dated this the 18th day of November, 1904.

  
Of counsel for John D. Morgan,  
Henry J. Morgan,  
Mae E. Morgan, and  
Powell's Valley Bank.



Virginia,

Lee County, to wit:

I, H. C. T. Ewing, clerk of the County of Lee, do hereby certify that Robert L. Pennington, whose name is signed to the foregoing lis pendens, dated the 18th day of November, 1904, this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 18th day of November, 1904.,

H. C. T. Ewing, Clerk.

Virginia, Lee County, to-wit;

of Lee County

In the Clerk's Office, the foregoing Lis Pendens was presented, and together with the certificate of acknowledgment annexed was admitted to record, on this the 18th day of November, 1904.

Teste: H. C. T. Ewing, Clerk.



Costs:

Clerk	\$12.91
Sheriff	4.50
Tax.	1.50
Atty	15.00
	<hr/>
	\$33.91

John D. Morgan et al  
vs  
Leo P. Puckett.

J. F. Fergusson et al  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Filed Nov. 18, 1904  
H. L. Ewing,  
Clerk.

Recorded in  
Deed Book 42  
p. 188. Examined  
Nov. 18, 1904.  
Indexed.

Exhibit "X"

Clerk \$12.50



25.38

Due act since

112.61

1137.49

112 61

Oct 1, 1904

Due E. M. Livingston  
on State act in cash.

One thousand & twenty  
dollars & sixty one cent

W. J. Ferguson



In the Circuit Court for Lee County, Virginia:

John D. Morgan et al ~~xx~~, Complainants,

Vs: Lis Pendens of Petitioning creditor, E.M. Pennington.

Henry T. Ferguson, et al, Defendants.

The general object of the foregoing suit, which is now pending in the Circuit Court for Lee County, Virginia, under the style above given, is to have set aside and <sup>to have</sup> declared null and void a certain deed executed by Henry T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry, dated the 7th day of November, 1904, which deed is of record in the office of the county clerk of Lee County in Deed Book No. 42 page 172, and to have the property thereby conveyed, to wit, a certain ~~xxx~~ tract or parcel of land situated on <sup>W</sup>illens Creek, Lee County Va., ~~xxxxxx~~ containing about 100 acres more or less, and for the meets and bounds of which reference is here made to the said deed and said deed book above referred to, declared to be the property of the said Henry T. Ferguson, and to have the said land subjected to the payment of the said several claims of the said several plaintiffs in said suit in their bill set out; and E.M. Pennington has this day filed his petition in said suit as authorized by section 2460 of the code of Virginia, setting up a claim to a debt of \$137.99, due by the said H.T. Ferguson to E.M. Pennington, \$112.61 of which is due by a written due bill dated the 1st day of October, 1904, and the remainder due by open account, of \$25.38, for goods, furnished upon a store account; and the general object of said petition is the same as that of the said plaintiffs in said original bill, namely to have said deed set aside and the said land thereby conveyed subjected to the payment of the debt of the said petitioner, along with the other creditors; and said petitioner, E.M. Pennington joins with said plaintiffs in the above styled suit in alleging and showing that the said deed as aforesaid ~~xxxx~~ was made for the purpose of hindering, delaying and defrauding the creditors of the said H.T. Ferguson, and is without consideration. The amount of the claim set up in this suit by said E.M. Pennington



is the sum of \$137.99, as above stated, and the persons whose estate is intened<sup>d</sup> to be affected by this petition, suit and lis pendens is that of H.T. Ferguson, Mollie J. Ferguson and Palmer J. Newberry.

Dated this the 30th day of November, 1904.

R. L. Pennington  
Of counsel for E.M. Pennington.

Virginia, Lee County, to wit;

I, H.C.T. Ewing, Clerk of the County of Lee, in the State aforesaid, do hereby certify that R.L. Pennington, whose name is signed to the forgoing writing bearing date the 30th day of November, 1904, this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 30th day of November, 1904.

H.C.T. Ewing, Clerk

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County on this the 30th day of November, 1904. This the foregoing Lis Pendens was presented, and together with the certificate annexed, admitted to record.

Teste: H.C.T. Ewing, Clerk.



Clerk \$2.94  
Sheriff \$1.50

E. M. Pennington, J

v.  $\frac{3}{3}$  L. S. Pender

H. J. Furgerson vs

Filed Nov. 30<sup>th</sup> 1904.

H. L. Eving.  
Clerk.

Recorded in Deed  
Book no. 22 p. 213

Examined Nov. 30, 1904  
Indexed

Clerk \$1.25



In the Circuit Court for the County of Lee,  
J. D. Morgan et al

vs.

Henry T. Furguson et al

and

Palmer J. Newberry

vs. On Petition.

Henry T. Furguson

The general object of the foregoing suit and petition which are now pending in the above named Court under the style above given, is to have set aside and declared null and void a certain deed of conveyance from Henry T. Furguson to Mollie J. Furguson and Palmer J. Newberry, and to have the property thereby conveyed, to-wit a certain tract of land particularly described in the deed aforesaid which is duly recorded in the Clerk's Office in Lee County Clerk's Office, to which deed reference is made for a more particular description, declared to be the property of the said Henry T. Furguson, and to subject the estate of the said Furguson therein to the claim of the petitioner Palmer J. Newberry, which amounts to the sum of \$200.00 with interest thereon from the 15th day of November, 1904 till paid.

This the 22nd, day of November, 1904.

Palmer Newberry

Virginia, Lee County, to-wit:

I, Geo. P. Cradlin, a notary public in and for the County and State aforesaid, do certify that Palmer Newberry, whose name is signed to the foregoing writing bearing date of 22nd, day of November, 1904, has acknowledged the same before me in my County aforesaid.

Given under my hand this 22nd day Nov. 1904.

My term of office expires Jan. 12th, 1905.

Virginia, Lee County, to-wit:

Geo. P. Cradlin N.P.

In the Clerk's Office of Lee County, on this the 22nd day of November, 1904. This the foregoing writing was presented, and together with the certificate annexed, admitted to record at 4 O'clock P. M.

Teste: H. L. Goring, Clerk.



with the certificate annexed, admitted to record at 10 o'clock P. M.  
November, 1904. This the foregoing writing was presented, and together  
in the Clerk's Office of Lee County, on this the 22nd day of  
November, 1904, to-wit:

W. S.

My term of office expires Jan'y. 15th, 1905.

Given under my hand this 22nd day Nov. 1904.

W.S.

John D Morgan et al  
vs. Liz Perkins  
Henry T. Ferguson et al

Filed Nov. 22<sup>nd</sup> 1904  
at Holbrook, N.M., Clerk

Recorded in Deed  
Book 42, p. 203.

Examined Nov.

23, 1904.

Indexed.

Clerk: \$1.25

Clerk's Office, to which deed reference is made for a more particular  
description which is duly recorded in the Clerk's Office in Lee County  
with a certain tract of land particularly described in the deed  
Palmer J. Newberry, and to have the property thereby conveyed, to-  
ward of conveyance from Henry T. Ferguson to Mollie J. Ferguson and  
given, as to have said said and decided null and void a certain  
are now pending in the above named Court under the style above

Henry T. Ferguson  
vs.  
On Petition.

Palmer J. Newberry  
and

Henry T. Ferguson et al  
vs.

J. D. Morgan et al

In the Circuit Court for the County of Lee.



THIS DEED made this 18th day of March 1903, by and between Henry T. Ferguson of the first part and Mollie J. Ferguson his wife of the second part both of Lee County and State of Virginia, Witnesseth, That for and in consideration of the sum of Two thousand and five hundred <sup>dollars</sup> \$2500.00 to him the said Ferguson in hand paid the receipt of which is hereby acknowledged do by these presents give, grant, bargain sell & Convey unto the said Mollie J. Ferguson party of the second part a certain tract or part of tract of land lying and being in the County and State aforesaid and on the waters of Wallens Creek and the same purchased by the parties to this deed of James E. Gillenwaters and wife containing two hundred and seventy three and one-half acres 273 1/2 be the same more or less and bounded as follows to-wit:

Beginning at a stake or rock on the south side of the big road formerly a papaw a corner in James M. Flanarys and Henry T. Ferguson line thence running south 11 poles to two willows corner to the said Flanarys & Fergusons land, thence E. With line thereof and with fence, opposite a fence running from the creek and with said fence to the top of Powells Mountain to a stake on rock on top of said mountain, thence westwardly with the top of mountain to sourwood small black oak and two chestnut oaks on top of the mountain corner to the said Fergusons land and Syberts land, thence Northwardly with Syberts & Fergusons and James M. Flanarys line 269 poles to a large white oak another corner to Flanarys & Fergusons land thence Westwardly with lines thereof 41 P. to a black <sup>oak & black</sup> walnut and old corner in the south line of said tract, thence N. West course with lines thereof to two white oaks on a ridge 160 poles thence eastwardly with lines thereof to rock at a branch, thence down and with said branch to a small sycamore close to a hog-pen thence east to a stake at a fence at the side of an apple orchard thence southwardly with said fence to the west gate post of the barn lot gate and near the barn thence E' with the fence and creek road to the beginning containing about 180 acres be the same more or less. To have and to hold unto the said Mollie J. Ferguson and her heirs forever with all its appurtenances thereto belonging and the said Ferguson warrants generally the tract of land hereby conveyed. Witness the following signature and



seal.

Henry T. Ferguson (Seal)

Virginia, Lee County, to-wit:

I, James M. Durham a Justice of the peace in and for said County and State aforesaid do hereby certify that Henry T. Ferguson whose name is signed to the foregoing writing bearing date of the 18th of March 1903, has this day acknowledged the same before me in my County aforesaid. Given under my hand this this 18th day of March 1903.

James M. Durham, J. P.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the County Court for said County the 17th day of August, 1903. This deed was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record.

Teste: B. M. Morgan, Clerk.

Deed Book No. 40, page 478 and 479.

A Copy.

Teste: W. C. Hawary Clerk.



Henry T. Ferguson  
Toll Deed

Mollie J. Ferguson  
Palmer J. Newberry

---

Copy

Clerk: 58



In the circuit Court for Lee County, Virginia:

John D. Morgan et al, Complainant,

vs. Lis Pendens of Powell's Valley Bank, Petitioning creditor,

Henry T. Ferguson, et al, Defendants.

The general object of the foregoing suit which is now pending in the Circuit Court for Lee County, Virginia, under the style above given, is to have set aside and have declared null and void a certain deed executed by Henry T. Ferguson to Mollie J. Ferguson and Palmer J. Newberry, dated the 7th day of November, 1904, and which deed is of record in the County Clerk's office in Deed Book No., 42, page 172, and to have the property thereby conveyed, to wit: a certain tract or parcel of land situated on Walden's Creek, Lee County, Va., containing 100 acres more or less, and for the meets and bonds of which reference is here made to the said deed and said deed book above referred to, declared to be the property of the said Henry T. Ferguson, and to have said land subjected to the payment of the plaintiffs various debts set out in said suit and their lis pendens; and now, beside the claims made by the Powell's Valley Bank in the said original suit, the said Powell's Valley Bank has filed its furthur <sup>in said suit</sup> petition, setting up other claims against the said Henry T. Ferguson, and as to said debts set <sup>u</sup> ~~o~~ by said Powell's Valley Bank in said Petition, said petitioner furthur seeks to have said deed above referred to in said original suit as to said debts, vacated, annulled and declared void, and said land thereby conveyed also subjected to said debts, the amount of which calims are as follows:

\$49.50, due by note, dated July 18, 1904, due six months after date which note is signed by J.B. Elkins, made payable to H.T. Ferguson, and by him endorsed to the said Powell's Valley Bank,

\$225.50, due by note dated Sept 6, 1904, due Jan. 1, 1905, which note is signed by H.T. Ferguson, made payable to L.G. Glass, and endorsed by him to the said Powell's Valley Bank,

\$109.45 due by note dated Oct 25, 1904, due 90 days after date, which note is signed by J.W. Gilbert, made payable to Henry T. Ferguson, and by him endorsed to the Powell's Valley Bank,

\$67.98, due by note dated the 28th day of May, 1904, due six months after date, signed by J.F. Key, and ~~xxxxxxx~~ made payable to H.T. Ferguson, and by him endorsed to the Powell's Valley Bank, and,

\$110.00, due by note dated the 5th day of Feby, 1904, due 12 months after date, signed by H.T. Ferguson, made payable to A.J. Minor, and by him endorsed to The Powell's Valley Bank.

This petition of the Powell's Valley Bank is filed in the said suit above styled of J.D. Morgan et al, vs H.T. Ferguson et al, and the <sup>by authority of Section 2460 of the Code of Va</sup>



general object thereof is the same as said original suit, and the court in which this petition is pending is the circuit court for Lee County, and the persons whose estate is intended to be affected by this suit and this lis pendens is that of H.T. Ferguson, Mollie J. Ferson and Palmer J. Newberry.

Dated this the 22nd day of November, 1904.

Robert L. Pennington  
Attorney for Powell's Valley Bank.

Virginia, Lee County, to wit:

State of Virginia,  
I, H.C.T. Ewing, clerk of the county of Lee, do hereby certify that Robert L. Pennington, whose name is signed to the foregoing writing bearing date on the 22nd day of November, 1904, this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 22nd day of November, 1904.

H.C.T. Ewing Clerk.

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the 22nd day of November, 1904. This the foregoing writing was presented, and together with the certificate annexed, admitted to record, at 2 o'clock P. M.

Teste: H.C.T. Ewing Clerk.



Powers Valley Bank  
V. L. L. Pender

Henry T. Ferguson  
=====

Filed Nov. 22nd 1904.  
H. T. Ewing, Clk.

Recorded in Deed  
Book 42 fo. 201.

Examined Nov. 23rd  
1904. Indexed

Clerk: \$ 1.25



John P. Glass

1903 To A.B. Munsey Clerk Circuit Court Lee Co Va Dr  
July Term, " Docketing motion for Appointing you Guardian 18  
filing 15 Swearing Sureties 25 atty 10 Order 36 86  
Bond 50 recording 30 filing 15 Certificate 25 120  
taxing Costs 20 filing papers 20 Copy of Order 25 65  
#2 89

John P. Glass

1902 To A.B. Munsey Clerk Circuit Court Lee Co Va Dr  
Novr Term, " Docketing motion to Appoint you Guardian 18  
filing 15 Swearing Sureties 25 atty 10 Order 36 86  
Bond 50 recording 30 filing 15 Certificate 25 120  
Taxing Costs 20 filing papers 20 Copy of Order 25 65  
1/4 of this to each 2 89  
#2 89  
1/4 of 5.78 = 1.44



Jno P Glass

Free bills \$5.78

Received of Jno P Glass, <sup>Aug 1884</sup> (\$5.78) five dollars  
and seventy eight Cents the amount of the  
within free bills of H H Glass et al this.  
The 16th day of Feb 1894.

A. B. Munsey, Clerk



NOTICE.

VIRGINIA,

At a Circuit Court continued and held for Lee County, at the courthouse thereof, on February 24th, 1905.

L.G. and W.E. Glass,

Plaintiffs,

vs.

On Petition.

John P. Glass, et al.,

Defendants.

-----

\*\*\*\*\*It is further adjudged, ordered and decreed, that, after the said plaintiffs in this petition have matured their said petition as against said J.F. and J.P. Glass, A.M. Goins, who is hereby appointed a special commissioner for the purpose, after having given the resident parties 5 days notice of the time and place of his sitting, will proceed to ascertain and report to this court the amount for which said sureties are liable on said ~~bond~~ guardianship bond, and report the pro rata share that said H.T. Furgurson shall be liable thereon."

A Copy, teste:

....., Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that on the 27th day of April, 1905, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This April 21st, 1905.

.....*A.M. Goins*.....

Special Commissioner.



L.G. & W.E. Glass

vs. } Comrs. Notice

John P. Glass et al.

April 27<sup>th</sup> 1905

We accept legal  
service of the within  
notice, this April 27<sup>th</sup>,  
1905.

~~Atty. for L.G. & W.E. Glass,~~

~~Washington, D.C.~~

Atty. for H.F. & M. Furgerson,  
and  
L. T. Tappan Atty.

Guardian Ad Litem for  
Palmer J. A. W. Berry.

Geo. P. Cridlitz

Atty. for J.F. Glass,

orders of the court. This is a copy of the  
orders, and evidence as to the same to comply with the  
the same, and when they are received to attend, with such books  
at the office in the town of Juncosville, I shall proceed to execute  
is in effect, with the notice filed on the said day of April, 1905.

Special Commissioner.



NOTICE.

VIRGINIA,

At a Circuit Court continued and held for Lee County, at the courthouse thereof, on February 24th, 1905.

L.G. and W.E. Glass,

Plaintiffs, .

vs.

On Petition.

John P. Glass et al.,

Defendants.

-----

\*\*\*\*\*It is further adjudged, ordered and decreed, that, after the said plaintiffs in this petition have matured their said petition as against said J.F. and J.P. Glass, A.M. Goins, who is hereby appointed a special commissioner for the purpose, after having given the resident parties 5 days notice of the time and place of his sitting, will proceed to ascertain and report to this court the amount for which said sureties are liable on said guardianship bond, and report the pro rata share that said H.T. Furgerson shall be liable thereon."

A Copy-Teste:

....., Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that on the 27th day of April, 1905, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This April 21st, 1905.

..... *A. M. Goins* .....,  
Special Commissioner.



L. G. & H. E. Glass

vs. } Comr's Notice.

John P. Glass et al.

April 27<sup>th</sup>, 1905.

I accept legal  
service of the within  
notice April 21<sup>st</sup> 1905

J. F. Glass gar for  
H. H. S. H. 423, Glass



In the Clerk's Office of the circuit Court of the county of  
Lee on the 21st day of March 1905.

L. G. & W. E. Glass

Plaintiff

against

John P. Glass et al

Defendant.

petition

The object of this ~~suit~~ is to ascertain the amount due by John P. Glass,  
Guardian for Howard H. Glass et al- and to ascertain the extent of  
the liabilities of H. T. Ferguson, L. G. Glass & W. E. Glass upon the  
guardian ship bond of John P. Glass, Guardian as aforesaid, & to en-  
force the amount of the liability of H. T. Ferguson on said bond against  
a tract of land conveyed by him on Nov. 7, 1904 to Mollie J. Ferguson &  
Palmer J. Newberry and such other relief as the Court may decree.

And an affidavit having been made and filed that the defendant John P. Glass is

not resident of the State of Virginia, it is ordered that he do appear here within 15 days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the Jonesville  
Star, and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the Court.

A copy—Teste:

Cunningham Bros.

p. q.

J. H. T. Ewing

Clerk.



L. G. & W. E. Glass

vs. {

ORDER OF  
PUBLICATION.

John P. Glass et-al.

Virginia, Lee County, to-wit:-  
J. H. Ewing, County  
Clerk for Lee County, do  
certify that I posted a true  
copy of the within O.P. at  
the front-door of the Court  
house of said County  
on this the 21st day  
of March, 1906.

Given under my  
hand this the 21  
day of Mar. 1906.

J. H. Ewing Clk.  
By W. E. Flanagan &c.



In the Clerk's Office of the Circuit Court of the County of  
Lee

L. L. W. E. Bloss

Petitioner

Plaintiff,

against

J. P. Bloss et al -

Defendant

This day Robt L. Cunningham personally appeared  
before me M. E. Flournoy D. Clerk of the said Court,  
and being duly sworn, made oath that J. P. Bloss

defendant in the said suit is not resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 21<sup>st</sup> day of March 1905.

M. E. Flournoy D.C.



*vs.*

}

AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*p. q.*



The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon Henry T. Ferguson, Mollie J. Ferguson,  
Palmer J. Newberry, and Tyler Delp,

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules  
to be held for the said Court, on the First Monday in December, 190<sup>4</sup>,  
to answer to a bill in chancery, exhibited against them in our said Court by  
John D. Morgan, Mae E. Morgan and the Powells Valley Bank, and incor-  
poration, and Henry J. Morgan.

And have then there this writ. Witness H. C. T. Ewing,  
xxx B. xxx, Clerk of our said Court, at  
the court-house, the 17th ~~day~~ of November, 190<sup>4</sup>, and in the  
12 <sup>9</sup> year of the Commonwealth.

H. C. T. Ewing, Clerk.



John D. Morgan et al

vs. }

SUBPOENA  
IN  
CHANCERY.

Henry T. Ferguson et al

Pennington Bros. p. q.

To 1st Dec. Rules

Lee Circuit Court.

Executed Nov the 15-1904  
by delivering a true and  
attested office copy of the  
within summons to  
H. T. Ferguson Mallie J.  
Ferguson Palmer J.  
Newberry and Tyler Delp  
D. B. Byington C. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H. S. Ferguson, Mullie  
J. Ferguson & Oliver J. Newberry

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 3<sup>rd</sup> Monday in Dec., 1904, to answer a  
<sup>petition</sup> ~~bill~~ in chancery exhibited against them in our said court by  
E. M. Pennington filed in the Chancery case of John  
D. Morgan <sup>et al</sup> vs. H. S. Ferguson et al -

And have then there this writ. Witness, H. C. Ewing  
~~A. B. MONSEY~~, Clerk of our said Court,  
at the court-house, the 30<sup>th</sup> day of Nov., 1904, and in the 129  
year of the Commonwealth.

H. C. Ewing, Clerk.



---

E. M. Pennington

vs.

SUBPOENA  
IN CHANCERY.

H. J. Ferguson et al

---

Pennington Bros. p. q.

---

To 2nd Dec. Rules.

See Circuit Court.

1904.  
Executed Dec. 2 - 1904  
by delivering a true copy  
of the within Sub-  
poena to H. J. Ferguson  
Malie J. Ferguson  
and Palmer J. Newberry  
in Person

D. B. Byrington C. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Henry T. Ferguson

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in Dec., 1904, to answer a <sup>petition</sup> ~~suit~~ in chancery exhibited against him in our said court by Palmer J. Newberry, who sues by Mollie J. Ferguson, his next friend.

And have then there this writ. Witness, H. T. Ewing, ~~A. B. MUNSEY~~ Clerk of our said Court, at the court-house, the 22nd day of November, 1904, and in the 129th year of the Commonwealth.

H. T. Ewing, Clerk.



Palmer J. Newberry  
vs. ~~Miss Mallie J.~~  
Ferguson ~~his next friend~~

vs.

SUBPOENA

IN CHANCERY.

H. T. Ferguson

Duncan & Crillins p. q.

To 1st Dec. Rules.

Lee Circuit Court.

1904

Executed by delivering  
a office copy of the  
within notice  
to the said party  
This Nov 30 1904  
C. L. McPherson D. S.  
sheriff's acct. 50



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. T. Ferguson, Mollie J. Ferguson & Palmer J. Newberry*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *3rd* Monday in *Dec.*, 190*4* to answer a *Suit* in chancery exhibited against *Them* in our said court ~~by~~ in *The Chancery Cause of John D. Morgan et al vs. H. T. Ferguson et al by L. G. Ford W. E. Glass*

And have then there this writ. Witness, *H. C. T. Ewing* ~~A. B. MURPHY~~ Clerk of our said Court, at the court-house, the *25* day of *Nov.*, 190*4*, and in the 12*th* year of the Commonwealth.

*H. C. T. Ewing*, Clerk.



*J. D. Morgan, et al by re.*

vs.

SUBPEONA  
IN CHANCERY.

*H. S. Ferguson et al.*

*Remington & Co. p. q.*

To *2<sup>nd</sup> Dec.* Rules.

*Lee Circuit* Court.

*1904*

Executed by delivering  
a office copy of the within  
notice to the within  
named parties this

Nov the 30 1904

*C. L. McPherson D. S.*

*Sheriffs cost \$1.50*

*sent this at once*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. S. Ferguson, Mollie J. Ferguson & Palmer Newberry*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the <sup>1st</sup> Monday in *May*, 190<sup>5</sup>, to answer a <sup>Petition</sup> ~~bill~~ in chancery exhibited against *them*

*in the Chancery cause of John D. Morgan et al vs. H. S. Ferguson et al by H. S. Hickman and A. G. Hyatt, Cashier.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the <sup>20th</sup> day of *April*, 190<sup>5</sup>, and 1<sup>29th</sup> year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

\_\_\_\_\_, Clerk.



W. S. Hickam et al

VS

}

SUBPOENA  
IN  
CHANCERY.

H. G.erguson et al

P. Broz. p. q

To

1st May

Rules.

Lee Circuit  
1905

Court.

Legal Service is  
accepted for  
Defendants.  
to T. S. S. S. S.  
attly for  
Defendants



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. P. Ferguson, Mollie J. Ferguson, Palmer J. Newberry, J. B. Elliotts, L. A. Glass, J. W. Gilbert, J. F. Key & A. J. Minor*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1st* Monday in *Dec.*, 190*4*, to answer a ~~Petition~~ *Bill* in chancery exhibited against *them* in our said court ~~by~~ *in the Chancery Cause of John D. Morgan et al vs. H. P. Ferguson et al by The Powell's Valley Bank Incorporated.*

And have then there this writ. Witness, *H. C. Ewing* ~~A. B. MUNSEY~~, Clerk of our said Court, at the court-house, the *22<sup>nd</sup>* day of *Nov.*, 190*4*, and in the 12*9<sup>th</sup>*

year of the Commonwealth.

A copy, Testi:

*H. C. Ewing, Clerk,*

*H. C. Ewing*, Clerk:



J. L. Key Lives near Huberts Springs

vs. { SUBPOENA  
IN CHANCERY.

p. q.

To Rules.

Court.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU That you summon *H. G. Ferguson, Nellie J. Ferguson, Palmer L. Newberry, J. B. Elkins, L. G. Glass, J. W. Gilbert, J. F. Ray & A. J. Minor*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1<sup>st</sup>* Monday in *Dec.*, 190*4*, to answer a *Petition* in chancery exhibited against *Them* in our said court ~~in~~ in the Chancery Cause of *John D. Morgan et al vs. H. G. Ferguson et al by The Powell's Valley Bank Incorporated*

And have then there this writ. Witness, *H. C. Hewing* ~~J. B. MUNSEY~~ Clerk of our said Court, at the court-house, the *22<sup>nd</sup>* day of *Nov.*, 190*4*, and in the 12*9<sup>th</sup>*

year of the Commonwealth.

A copy, Testi:

*H. C. Hewing, Clerk.*

*H. C. Hewing*, Clerk.



J. W. Gilbert Lives at Peninsulars Gate

vs. } SUBPOENA  
IN CHANCERY.

p. q.

To

Rules.

Court.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *X J. S. Ferguson, X Mollie J. Ferguson, X Pelus J. Newberry, X B. Ekins, X R. G. Cross, J. H. Gilbert, J. F. Key & A. J. Minor*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1<sup>st</sup>* Monday in *Dec.*, 190*4*, to answer a *petition* ~~and~~ in chancery exhibited against *them* in our said court ~~by~~ *in the chancery court of John D. Morgan & J. S. Ferguson & als. by the Powell's Valley Bank, Incorporated.*

And have then there this writ. Witness, *H. C. Ewing* ~~J. B. HUNTER~~, Clerk of our said Court, at the court-house, the *27* day of *Nov.*, 190*4*, and in the 12 *9<sup>th</sup>* year of the Commonwealth.

*H. C. Ewing*, Clerk.



*John D Morgan et al* <sup>By rec</sup>

vs.

{  
SUBPEONA  
IN CHANCERY.

*H. G. Ferguson et al*

*P. Bros* — p. q.

To *1st Dec* Rules.

*Lee Circuit* Court.

Executed by delivering  
a office copy of the within  
Notice to the within  
named parties except  
Gilbert & Keys  
This was the 30 1904  
C. L. McPherson D. S.  
Sheriffs cost \$3.00

serve this at once



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. H. Glocas + J. P. Glocas*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on  
the *32<sup>nd</sup>* Monday in *April*, *1905*, to answer a *Petition* bill in chancery exhibited against *Thomas*

*and others by L. G. + W. E. Glocas in the Chancery*  
*Cause of John D. Morgan et al v. H. S. Ferguson*  
*et al*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *21<sup>st</sup>*

day of *March*, *1905*, and *11* year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

*H. C. T. Ewing*, Clerk.



L. G. & W. E. Glass

VS

SUBPOENA  
IN  
CHANCERY.

J. F. & J. P. Glass

P. Brod. p. 9

To 2<sup>nd</sup> April Rules  
Lee Circuit Court.  
1905-

Executed by deliver-  
ing an attested of-  
fice copy of the  
within Cpl. to J. F.  
Glass. This April  
14<sup>th</sup> 1905-  
M. H. Lunny  
County Police



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. J. Ferguson, Mollie J. Ferguson, Palmer J. Newberry, H. S. Nickam and M. H. Nickam*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1<sup>st</sup> Monday in May, 1905, to answer a bill in chancery exhibited against *them*

*in the chancery cause of L. D. Morgan, et al vs. H. J. Ferguson et al by Potomac Valley Bank (incorporated) and Francis E. Venable,*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 14<sup>th</sup> day of April, 1905, and 29<sup>th</sup> year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

\_\_\_\_\_, Clerk.



Powell's Valley Bank et al.

VS

SUBPOENA  
IN  
CHANCERY.

H. S. Ferguson et al

P. Brod. --- p. q

To 1st May Rules.

Lee Circuit Court.  
1905-

Executed by delivering  
an attested office copy  
of the within Subpoena to  
H. S. Ferguson, Palmer J. Newberry  
W. S. Hickman and M. H.  
Hickman and H. S. Ferguson  
accepting legal service for  
Mollie C. Ferguson, P. H. S.  
Apr. 18th 1905 M. H. Newberry  
D.S. for P. M. Ball & Co.



## Order of Publication

Virginia, in the Clerk's Office of the  
Circuit Court of the County of Lee, on  
the 21 day of March, 1905.

L. G. and W. E. GLASS, Plaintiffs,

vs.

JOHN P. GLASS et al, Defendants.

The object of this petition is to ascertain the amount due by John P. Glass, Guardian for Howard H. Glass et al—and to ascertain the extent of the liabilities of H. T. Furguson, L G Glass, and W E Glass upon the guardianship bond of John P Glass, Guardian as aforesaid, and to enforce the amount of the liability of H T Furguson on said bond against a tract of land conveyed by him on November 7, 1904 to Mollie J Furguson and Palmer J Newberry, and such other relief as the Court may decree.

And an affidavit having been made and filed that the defendant John P. Glass is not resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for 4 weeks in the Jonesville Star, and that a copy be posted at the front door of the court-house of this county as required by law.

A copy—Teste:

H. C. T. EWING, Clerk.

Pennington Bros., p. q.



L. C. & W. C. Glass

vs { In Chancery  
John P. Glass



I, J. C. Boutwell, editor  
of The Jonesville Star, a weekly newspaper  
published in the county of Lee, state of Virginia,  
do hereby certify that the enclosed notice was  
published in said paper once a week for four  
successive weeks, commencing on the 30  
day of April 1903

J. C. Boutwell, Editor.

FEE \$ 6.60



John D. Morgan, et al -

vs.  $\frac{3}{3}$  Dr Lehigh

Henry T. Ferguson et al -

---

Decree final  
May Term 1906



Alfred J. ...

Original Price \$42.00

Petition No 1- 7.01

" No 2 5.54

" No 3 5.79

" No 4 2.44

" No 5 .88

" No 6 - Est. 5.00

Entire ... 10.00

79.66

Cost 60.96

140.62

140.62

140.62

1235 7.38

147.62

147.62

32

2208

4596

5

6096